

AMERICAN  
ART

17 OCTOBER 2023



HINDMAN







# AMERICAN ART

## SALE 1231

17 October 2023

2:00pm CT | Chicago | Live + Online

Lots 1001–1085

### HIGHLIGHTS PREVIEW

Auction Room and Galleries

1550 West Carroll, Suite 106, Chicago, IL

[fineart@hindmanauctions.com](mailto:fineart@hindmanauctions.com)

Thursday	October 12	10:00am–5:00pm
Friday	October 13	10:00am–5:00pm
Saturday	October 14	11:00am–4:00pm
Sunday	October 15	11:00am–4:00pm
Monday	October 16	10:00am–5:00pm

### PROPERTY PICK UP HOURS

Monday–Friday | 9:00am–4:00pm

By appointment

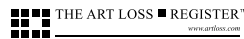
312.280.1212

All property must be paid for within seven days and picked up within thirty days per our Conditions of Sale.

### CONTENTS

American Art   Lots 1001–1085	2
Artist Index	64
Upcoming Auction Schedule	65
Hindman Team	66
Inquiries	68
Buyers Guide	69
Conditions of Sale	70

All lots in this catalogue with a lower estimate value of \$5,000 and above are searched against the Art Loss Register database.



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# AMERICAN ART

LOTS 1001–1085

**PROPERTY FROM THE TRUSTS AND ESTATES OF**

Catherine Dollive Epstein  
Linden House, Indianapolis, Indiana  
Janet Wollaeger Powell  
A St. Louis Estate

**PROPERTY FROM THE COLLECTIONS OF**

Dr. Bilkey, Chicago  
Angie Burnham, Boulder, Colorado  
Albert Kallal and Sandra Stanley, Madison, Wisconsin  
Miroslav Klabal  
A Private Midwestern Individual  
Charles and Nancy Parrish  
Private Collection, Phoenix, Arizona  
The Pintauro Family Collection  
A St. Louis Gentleman  
Joseph S. and Miriam T. Sample  
Jill Sanborn  
Stanley B. Slocum  
Jean Sulkes, Chicago, Illinois  
University Club of Milwaukee  
Jo Ann Cline Yates, Lookout Mountain, Tennessee

**PROPERTY SOLD TO BENEFIT**

The Susman and Asher Foundation

**OPPOSITE**  
Lot 1062





1001

**Wolf Kahn**

(American, 1927-2020)

*Violet in the Distance*, 1999

oil on canvas

signed *W Kahn* (lower left)

24 x 34 inches.

Provenance:

Beadleston Gallery, New York

\$25,000 - 35,000





1002

**Chen Yifei**

(Chinese, 1946-2005)

*Morning Fog*, 1982

watercolor on paper

signed *Chen Yifei*, dated, and with the artist's  
stamp (lower right)

21 x 25 3/8 inches.

Provenance:

Wally Findlay Galleries, New York

Mr. and Mrs. George F. Folkes, Morristown,  
New York, acquired from the above, 1982

\$8,000 - 12,000



1003

**Dale Nichols**

(American, 1904–1995)

*House on a Hill in the Snow*, 1938

gouache on paper

signed *Dale Nichols* (lower left)

4 7/8 x 7 1/8 inches.

**Provenance:**

The Artist

Dan Burne Jones, Illinois (Burne Jones was an art collector and scholar who wrote the catalogue raisonné of Rockwell Kent prints)

D. Wigmore Fine Art, New York

Acquired from the above by the present owner, 2018

**Exhibited:**

David City, Nebraska, Bone Creek Museum of Agrarian Art, *Dale Nichols: Transcending Regionalism*, May 20 - November 18, 2011 (and traveling), no. 45, p. 121, illus.

\$4,000 - 6,000



1004

**Robert Vickrey**

(American, 1926-2011)

*Night Steps*, 1997

egg tempera on gessoed panel

signed *Robert Vickrey* (lower right)

16 x 23 inches.

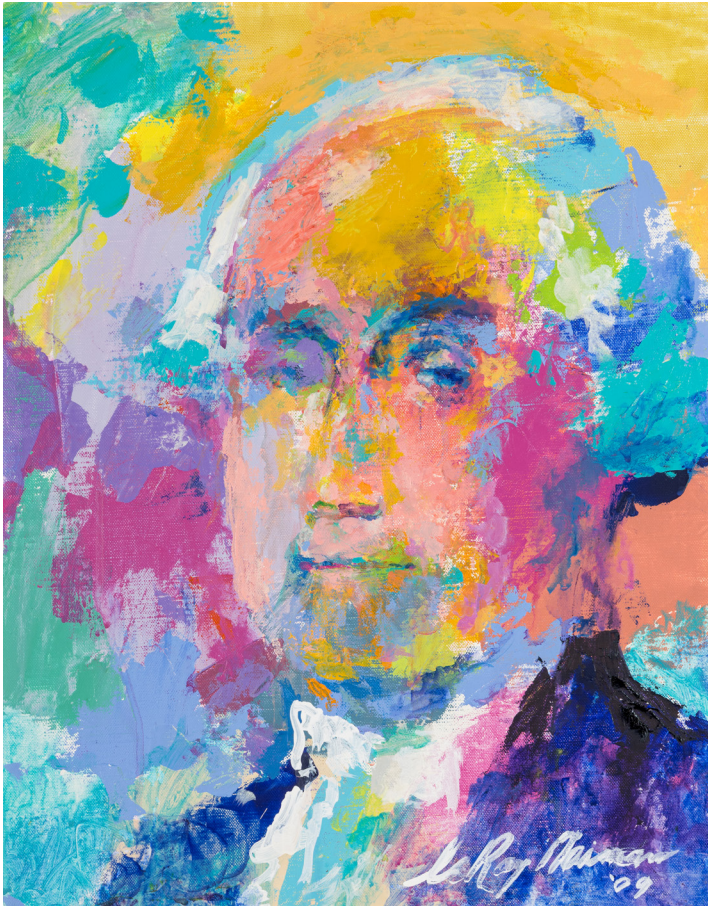
**Provenance:**

Harmon-Meek Gallery, Naples, Florida

Acquired from the above by the present owner

\$8,000 - 12,000





1005

**LeRoy Neiman**

(American, 1921-2012)

*George Washington*, 2009

oil on canvas

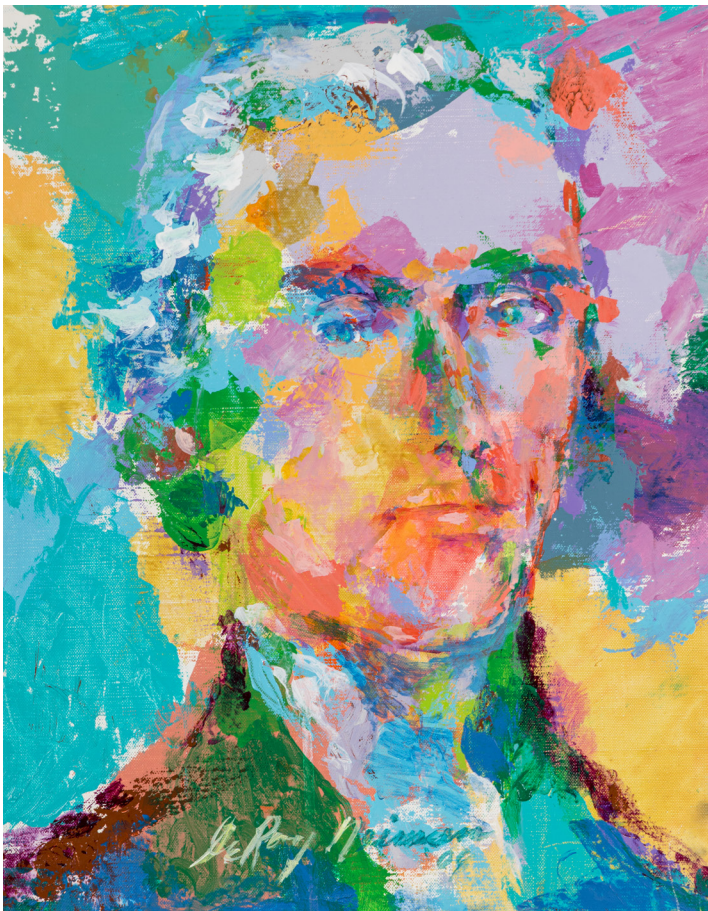
signed *LeRoy Neiman* and dated (lower right)

24 x 20 inches.

Provenance:

Gallery Gigi, Las Vegas

\$10,000 - 15,000



1006

**LeRoy Neiman**

(American, 1921-2012)

*Thomas Jefferson*, 2009

oil on canvas

signed *LeRoy Neiman* and dated (lower center)

24 x 20 inches.

\$10,000 - 15,000





1007

**LeRoy Neiman**

(American, 1921-2012)

*Abraham Lincoln*, 2009

oil on canvas

signed *LeRoy Neiman* and dated (lower right)

24 x 20 inches.

Provenance:

Gallery Gigi, Las Vegas

\$10,000 - 15,000



1008

**LeRoy Neiman**

(American, 1921-2012)

*Abraham Lincoln*, 2008

oil on canvasboard

signed *LeRoy Neiman* and dated (lower right)

7 1/4 x 7 1/4 inches.

\$8,000 - 12,000





1009

**LeRoy Neiman**

(American, 1921-2012)

*John F. Kennedy*, 2009

oil on canvas

signed *LeRoy Neiman* and dated (lower right)  
24 x 20 inches.

Provenance:

Gallery Gigi, Las Vegas

\$10,000 - 15,000



1010

**LeRoy Neiman**

(American, 1921-2012)

*Ronald Reagan*, 2009

oil on canvas

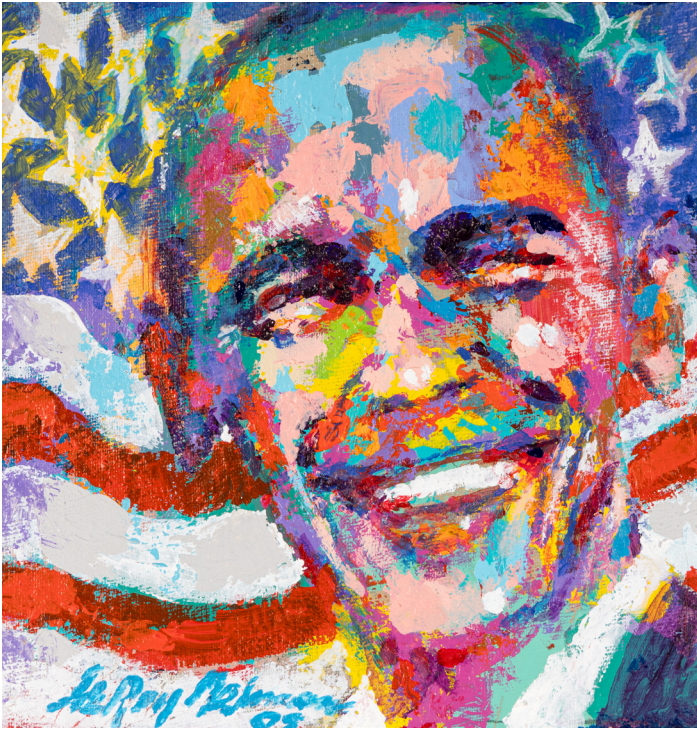
signed *LeRoy Neiman* and dated (lower right)  
24 x 20 inches.

Provenance:

Gallery Gigi, Las Vegas

\$10,000 - 15,000





1011  
**LeRoy Neiman**  
 (American , 1921-2012)  
*The President Elect*, 2008  
 oil on canvasboard  
 signed *LeRoy Neiman* and dated (lower left);  
 signed, titled, and dated (on the reverse)  
 7 1/4 x 7 1/4 inches.  
 \$8,000 - 12,000



1012  
**LeRoy Neiman**  
 (American, 1921-2012)  
*President Clinton White House*, 2005  
 oil on masonite  
 signed *LeRoy Neiman* and dated (lower right);  
 signed, titled and dated (on the reverse)  
 9 x 4 inches.  
 \$8,000 - 12,000





1013

**LeRoy Neiman**

(American, 1921-2012)

*Ballerina VI*, 1968

oil on board

signed *LeRoy Neiman* and dated (lower left); titled  
and inscribed (on the reverse)

16 5/8 x 13 3/4 inches.

Provenance:

Hammer Galleries, New York (stamp on the reverse)

\$10,000 - 15,000





1014

**LeRoy Neiman**

(American, 1921-2012)

*Paddock at Deauville*, 1965

oil on board

signed *LeRoy Neiman* and dated (lower right); titled (on the reverse)

44 x 34 inches.

Provenance:

Hammer Galleries, New York (stamp on the reverse)

\$20,000 - 40,000





1015

**Orville Bulman**

(American, 1904-1978)

*Quest-cet*, 1957

oil on canvas

signed *Bulman* (lower left); signed, dated, and titled (on the reverse)

20 1/4 x 22 1/4 inches.

From the Collection of Joseph S. and Miriam T. Sample

\$10,000 - 15,000



1016

**Lawrence Lebduska**

(American, 1894-1966)

*Safari*, 1946

oil on canvas

signed *Lebduska* and dated (lower left)

25 1/4 x 30 inches.

\$2,000 - 3,000





1017

**Orville Bulman**

(American, 1904-1978)

*Portrait de famille*, 1958

oil on canvas

signed *Bulman* (lower right); signed, dated, and titled (on the reverse)

20 x 18 inches.

From the Collection of Joseph S. and Miriam T. Sample

\$7,000 - 9,000



1018

**Orville Bulman**

(American, 1904-1978)

*La belle du village*, 1958

oil on canvas

signed *Bulman* (lower right); signed, dated, and titled (on the reverse)

20 x 18 inches.

From the Collection of Joseph S. and Miriam T. Sample

\$8,000 - 12,000





1019

**Orville Bulman**

(American, 1904-1978)

*To the Market*

oil on canvas

signed *Bulman* (lower right)

20 x 18 inches.

From the Collection of Joseph S. and Miriam T. Sample

\$8,000 - 12,000









1022

**Aaron Bohrod**

(American, 1907-1992)

*Still Life with Classic Head, 1972*

oil on gessoed panel

signed *Aaron Bohrod* (lower right)

8 1/4 x 10 1/2 inches.

Property from the Collection of Albert Kallal and  
Sandra Stanley, Madison, Wisconsin

\$2,000 - 4,000





1023

**John Wilde**

(American, 1919-2006)

*To Shoot a Beetle*, 1964

oil on board

signed with initial *J* (upper left) and dated (upper right);

signed with initial *J* and dated (on the reverse)

7 x 8 inches.

Provenance:

Banfer Gallery, New York

Baltimore Museum of Art Sales and Rental Gallery

Exhibited:

Milwaukee, Wisconsin, Bresler Galleries, *John Wilde*,

December 1 - December 24, 1965, no. 11

\$7,000 - 9,000





1024

## Marguerite Thompson Zorach

(American, 1887-1968)

*Figures in Moonlight* (Brunswick Mills)

oil on canvas

signed *Marguerite Zorach* (lower right); with Kraushaar Gallery label and label reading *Given to Peggy Zorach / on her birthday 1963 / as an irrevocable gift to be disposed of as he wishes / William Zorach / Marguerite Zorach* (on the reverse)  
36 x 28 inches.

### Provenance:

Peggy Zorach (daughter-in-law of the Artist), 1963, gift from the Artist

Kraushaar Galleries, New York

Acquired from the above, 1986

Sold: Sotheby's, New York, September 27, 2011, Lot 202

Acquired at the above sale by the present owner

\$10,000 - 15,000

Marguerite Thompson Zorach was born in Santa Rosa, California, in 1887. She grew up in Fresno and quickly showed an interest in and aptitude for artistic expression. In 1908, she moved to Paris to further her education in the arts. She attended the Académie de la Palette, where the influence of Fauvism was prevalent. Freed from the constraints of traditional and academic precepts, she developed a more personal aesthetic. In Paris, she frequented the Modernists populating the Parisian cafés at the time, including Gertrude Stein, Pablo Picasso, and Henri Matisse. In 1910-1911, Zorach visited far-flung places in Asia, North Africa, and Hawaii before returning to California in 1912 and settling in the lower Sierra Nevada mountains. While this new setting offered the artist unparalleled inspiration, she finally relocated to New York City, where she married William Zorach, whom she had previously met in Paris. The two developed an unwavering artistic collaboration, for example exhibiting together at the Armory Show in 1913.

Notwithstanding the life-long partnership with her husband, Marguerite remained creatively independent, embracing feminist agendas and innovative forms and media, notably experimenting with textiles. She was resolutely a Modernist artist, subscribing to the notion that fine art and craft weren't intrinsically opposed and, in fact, meshed well together. She also served as the President of the Modernist New York Society of Women Artists. During her lifetime and career, Marguerite Thompson Zorach wasn't quite afforded the widespread critical recognition that she deserved. It wasn't until after her death in 1968 that her work came under more astute scrutiny, revealing its role as an original and significant catalyst behind American Modernism, and not merely an instance of it.





1025

**William Zorach**

(American, 1887-1966)

*Untitled (Female Figure)*, c. 1950

stone

inscribed *Zorach* (lower left verso)

Height 11 inches.

Provenance:

Sold: Treadway/Toomey Auctions, Oak Park, Illinois,  
May 20, 2012, Lot 695

\$3,000 - 5,000



1026

**William Samuel Schwartz**

(American/Russian, 1896-1977)

*After the Dance*, c. 1940

watercolor on paper

signed *William S. Schwartz* (lower left)

28 1/4 x 21 inches.

Property from the Collection of Charles and Nancy Parrish

Provenance:

Papillon Gallery, Los Angeles, California (frame label)

\$1,500 - 2,500





1027

**Max Weber**

(American, 1881-1961)

*Nude Asleep*, c. 1910

oil on board

signed *Max Weber* (upper right)

8 1/2 x 4 inches.

Provenance:

Forum Gallery, New York (label on the reverse)

\$3,000 - 5,000

1028

**Reginald Marsh**

(American, 1898-1954)

*Woman in Yellow Dress*

oil on paper laid to board

10 x 7 3/4 inches.

From the Collection of Joseph S. and Miriam T. Sample

Provenance:

Sold: Sotheby's Arcade, New York, September 25,

1992, Lot 361

\$2,000 - 4,000







1029

**William Samuel Schwartz**

(American/Russian, 1896–1977)

*Portrait of Lawrence Hody*, c. 1940

oil on canvas

signed *William S. Schwartz* (lower left)

24 x 20 inches.

Property from the Collection of Charles and Nancy Parrish

Provenance:

Papillon Gallery, Los Angeles California (frame label)

\$3,000 - 5,000



1030

**William Samuel Schwartz**

(American/Russian, 1896–1977)

*The Lumberjack*, 1928

oil on canvas

signed *William S. Schwartz* (lower right); signed, dated, titled, and inscribed *Chicago and Painting #170* (on the reverse)

50 x 40 inches.

Property from the Collection of Charles and Nancy Parrish

\$3,000 - 5,000





1031

**William Samuel Schwartz**

(American/Russian, 1896–1977)

*Old Sea Dog*, c. 1927

oil on canvas

signed *William S. Schwartz* (lower left); signed, titled, and inscribed *Chicago and Painting #...* (on the reverse)

20 x 24 inches.

Property from the Collection of Charles and Nancy Parrish

Provenance:

Papillon Gallery, Los Angeles, California  
(frame label)

\$2,000 - 4,000



1032

**William Samuel Schwartz**

(American/Russian, 1896–1977)

*Thin Man with White Eyes*

oil on canvas

signed *William S. Schwartz* (lower left)

22 x 18 inches.

Property from the Collection of Charles and Nancy Parrish

\$2,000 - 4,000





1033

**Jan Matulka**

(American, 1890-1972)

*Untitled (Still Life)*

oil on canvas

signed *Matulka* (lower left)

25 1/2 x 21 inches.

Provenance:

Richard Norton Gallery, Chicago (label on the reverse)

\$3,000 - 5,000



1034

**William Samuel Schwartz**

(American/Russian, 1896-1977)

*Fruit and Driftwood*

oil on canvas

signed *William S. Schwartz* (lower right);

signed, titled, and inscribed #473 and

*Chicago* (on the reverse)

30 x 36 1/4 inches.

Property from the Collection of Charles and Nancy Parrish

\$3,000 - 5,000





1035

**Alfredo Ramos Martínez**

(Mexican, 1871-1946)

*Peon in Yellow*, c. 1941

mixed media on newspaper laid to board

signed *Ramos Martínez* (lower left)

22 3/4 x 17 inches.

Louis Stern has confirmed the authenticity of this lot. It will be included in the catalogue raisonné of works on paper, to be published by the Alfredo Ramos Martínez Research Project. It is also accompanied by a certificate of authenticity from the Artist's widow, Maria Ramos Martinez, dated March 24, 1976.

Provenance:

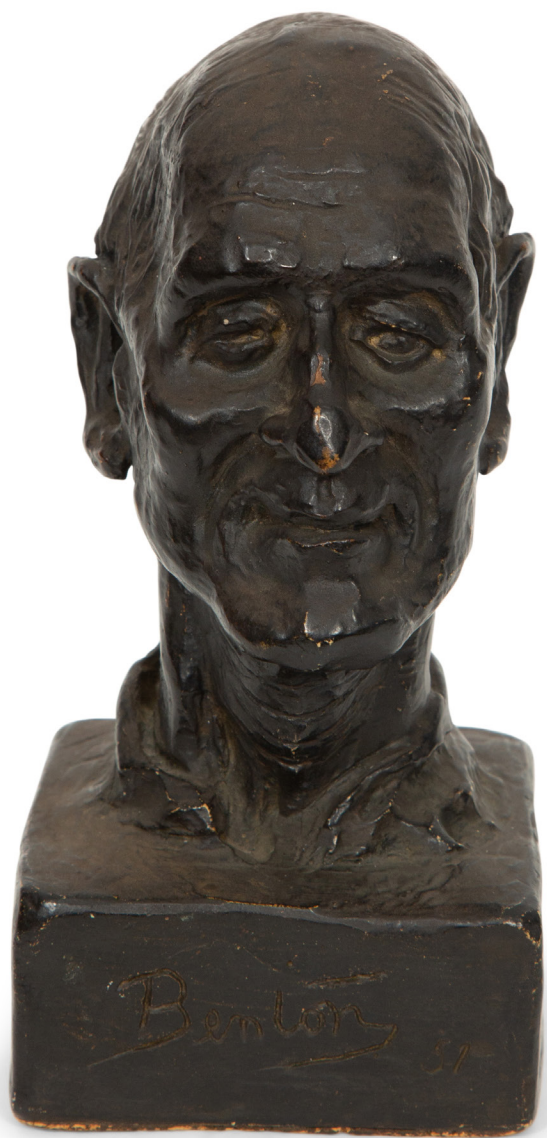
Riva Yares Gallery, Scottsdale, Arizona

Acquired from the above, by 1976

Thence by descent to the present owner

\$10,000 - 15,000





1036

**Thomas Hart Benton**

(American, 1889-1975)

*Reverend Jim Casy*

terracotta

signed *Benton* (on the base)

Height: 6 1/2 inches.

We thank Dr. Henry Adams and Andrew Thompson  
for their assistance researching this lot.

\$6,000 - 8,000





1036A

**John Stuart Curry**

(American, 1897-1946)

*Wisconsin Farm Scene (Study)*, c. 1941

mixed media on paper

86 x 96 inches.

\$10,000 - 15,000



Joseph Paul Vorst was born in 1897 in Essen, Germany. From a young age, he proved talented at drawing and pursued an education in the arts, which culminated with his enrollment at the Academy of Arts in Berlin in 1930. There, he became acquainted with the works of prominent Expressionist and Impressionist painters of the era. With Nazism on the rise, Vorst denounced the systematic censoring of Jewish artists and subsequently fled the deleterious climate in Germany, to eventually settle in Saint-Louis.

Prior to immigrating to the United States, Vorst was baptized and joined The Church of Jesus Christ and the Latter-Day Saints, remaining an active member until his death in 1947. His dedication to his faith instilled in him life-long values of compassion and profound kinship with others, which in turn permeated his artistic output. He quickly embraced the social realist aesthetic that pervaded the arts in the context of the Great Depression, frequently participating in the programs of the WPA, and exhibiting his work widely to the public. His paintings translate his deep engagement with the communities affected by the economic crisis, never shying away from the controversial topics of race and class, and portraying the familiar themes of labor and economic hardship with benevolence and dignity.



1037



1038

1037

### Joseph Vorst

(American, 1897-1947)

*American Scene (Triptych)*

tempera on masonite

bears artist's estate stamp (on the reverse)

28 x 34 inches.

Property from a St. Louis Gentleman

Provenance:

The American Gallery, St. Louis, Missouri

Acquired from the above by the present owner, 1992

Exhibited:

St. Louis, The American Gallery, *Joseph P. Vorst: Painter and Lithographer of the American Scene*, May 14 - June 30, 1992, no. 12

\$7,000 - 9,000

1038

### Joseph Paul Vorst

(American, 1897-1947)

*Untitled*, c. 1938

oil on masonite

signed J. Vorst (lower right)

37 x 25 inches.

Provenance:

Scott Kerr, author of *An American Art Colony: The Art and Artists of Ste. Genevieve, Missouri, 1930-1940* (label on the reverse)

\$15,000 - 25,000





1039

**Joseph Paul Vorst**

(American, 1897-1947)

*White Gold*, c. 1938

oil on masonite

signed J. Vorst (lower right)

37 x 25 inches.

Provenance:

The Artist

Thence by descent to the Artist's wife

Marvin Gold, acquired from the above

Thence by descent

Melissa Williams Fine Art

\$15,000 - 25,000





1040

**William Samuel Schwartz**

(American/Russian, 1896–1977)

*Symphonic Forms #2*

oil on canvas

signed *William S. Schwartz* (lower right); signed, titled, and inscribed *Chicago and Painting #272* (on the reverse)

26 x 30 inches.

\$5,000 - 7,000



1041

**William Samuel Schwartz**

(American/Russian, 1896–1977)

*Symphonic Forms #5*

oil on canvas

signed *William S. Schwartz* (lower right); signed, titled, and inscribed *Chicago and Painting #275* (on the reverse)

30 x 26 inches.

\$5,000 - 7,000





1042

**Charles Burchfield**

(American, 1893–1967)

*Haunted Evening*, 1919

watercolor and graphite on paper

signed with initials C.E.B. and dated (lower right)

3 3/4 x 5 1/4 inches.

Provenance:

The Artist

Mrs. Charles Burchfield, the Artist's wife, gift from the above, 1961

Frank K.M. Rehn Galleries, New York

Mr. & Mrs. Harry Spiro, New York

Debra Force Fine Art, New York

Private Collection, Ohio, acquired from the above, 2011

Exhibited:

Buffalo, New York, Burchfield Penney Art Center,

Buffalo State College, *Listening to the Trees:*

*Burchfield Masterworks from the Spiro Collection*,

May 3 - November 2, 2003, p. 9; 20, illus.

New York, Debra Force Fine Art, *Charles Burchfield:*

*Seasons of Change: 1918-1965*, Spring 2011

\$4,000 - 6,000

Raised in Salem, Ohio, Charles Ephraim Burchfield studied painting at the Cleveland School of Art with Henry G. Keller. After his graduation in 1916, the young artist very briefly attended New York's National Academy of Design, deciding instead to spend the rest of the year sketching independently. He remained in New York long enough to meet Mary Mowbray-Clarke, who organized an exhibition of his watercolors at her Sunwise Turn Bookshop later that year, before he returned to Salem at the end of 1916. In July of 1918, Burchfield was inducted into the US Army, where his artistic talent was used in the camouflage section at Camp Jackson, South Carolina. During his time in the Army, the artist continued to sketch and paint, exploring the various visual motifs he had begun to formulate earlier in 1918 in his notebooks to represent fear, melancholy, nostalgia, meditation, and other abstract thoughts.

From this point until the 1960s, Burchfield's work evolved in subject matter, palette, style, and psychological impact, with his oeuvre divided into three phases. The first, from 1915-1919, features landscapes based upon childhood memories and fantasies, some with a fauvist use of color and others more somber, reflective of his moods and personal feelings. Inspired by Sherwood Anderson's *Winesburg, Ohio*, the second phase, from 1919-1943, exhibits a Social Realist or American Scene theme with depictions of small-town life and industrial scenes in and around Buffalo, New York, where he moved to in 1921. In need of a diversion from the aftermath of World War II, the third phase from 1943-1967 returns to the subject matter of his childhood. The resulting watercolors are much more expansive in large-scale formats and in portraying a more expressionistic intensity utilizing swirling strokes, heightened colors, and exaggerated forms.

The present watercolor dates from the first phase of the Burchfield's work, when he attempted to codify emotions in pictographic form in his "Conventions for Abstract Thoughts." Devised in 1917 and recorded in a slim notebook, these drawn motifs bear titles such as *Fear*, *Morbidness*, *Dangerous Brooding*, and *Fear of Loneliness*, and are based on observation and on the association of emotions with certain shapes. The skull-like eye sockets of the strange structure on the left, staring alarmingly over the hills, resemble the symbol Burchfield designated as *Insanity* or *Imbecility*. The foreboding atmosphere is further increased by the dark purple clouds striding the yellow sky, which echo the curve of the trees and hills of the landscape. With just a few pencil strokes and swaths of color, Burchfield produced an ominous visual tale, full of the threatening unknown.



1043

### John Marin

(American, 1870-1953)

*West Point, Maine, 1914*

watercolor on paper

signed *Marin* and dated (lower right); titled and

inscribed (verso)

16 1/2 x 19 5/8 inches.

Provenance:

The Downtown Gallery, New York

Robert Edelman, Chicago, acquired from the above  
via the Waddington exhibit by the Main Street Galleries,  
Chicago

Exhibited:

Chicago, The Main Street Galleries, exhibited as part of  
the Waddington Galleries, London, exhibition *John Marin,  
Retrospective Exhibition of Watercolors*, October 3 - 26,  
1963, no. 6, illus.

Literature:

Sheldon Reich, *John Marin: A Stylistic Analysis and  
Catalogue Raisonné*, vol. II, Tucson, 1970, no. 14.100,  
p. 404, illus.

\$30,000 - 50,000

1044

### John Marin

(American, 1870-1953)

*From New York Hospital* (a double sided work), 1951

watercolor and graphite on paper

signed *Marin* and dated (lower right)

8 7/8 x 12 inches.

Property from the Collection of Jean Sulkes, Chicago,  
Illinois

Provenance:

Estate of the Artist

Kennedy Galleries, New York (label on the reverse)

Literature:

Sheldon Reich, *John Marin: A Stylistic Analysis and  
Catalogue Raisonné*, vol. II, Tucson, 1970, no. 51.12,  
p. 792, illus.

\$8,000 - 12,000

The two present watercolors, *West Point Maine, 1914*, and *From New York Hospital, 1951*, represent the major facets of John Marin's oeuvre, that of his views of Manhattan skyscrapers and the coastal landscape of Maine. Despite the differing subject matter, the artist equally captured the dynamism of the urban scene and the restless energy of the sea in the spontaneous style he developed using watercolors. Through his sensitivity to mass, form, color, and line and their dynamic interchanges, Marin provided a precedent for the Abstract Expressionist movement of the late 1950s.

Born in Rutherford, New Jersey, Marin did not come to art directly, but instead first studied mechanical drawing and mathematics at the Stevens Institute of Technology, and then worked as a draftsman for several architects. At the age of 29, he enrolled at the Pennsylvania Academy of the Fine Arts in Philadelphia from 1899 to 1901, and at the Art Students League in New York from 1901 to 1903. Like many young artists of the time, Marin left for Europe in 1905, where he was to remain for five years. In Paris, he supported himself selling tourist etchings of French landmarks, while experimenting with watercolors after discovering the work of James McNeill Whistler, Paul Cézanne, and Henri Matisse. A turning point came when he met the photographer Edward Steichen in Paris, in the summer of 1909. Steichen introduced Marin to American photographer and art dealer Alfred Stieglitz, which led to his first important exhibition at Stieglitz's New York gallery, 291, in 1910. Stieglitz became Marin's friend and champion, exhibiting his work more often than any other artist, other than Georgia O'Keeffe.

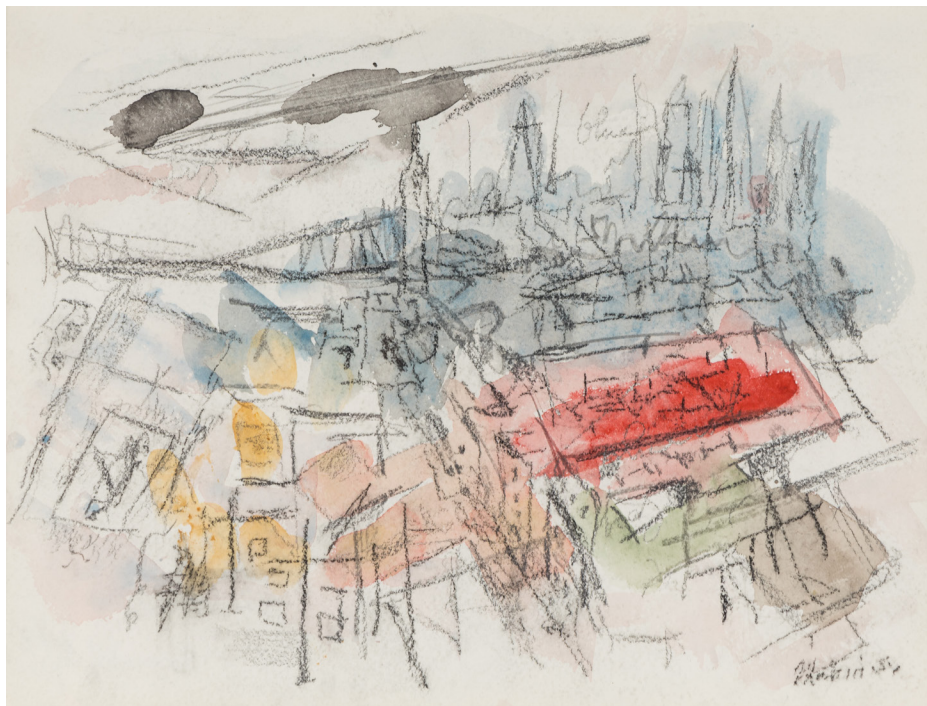
By 1911, Marin was based in New York and divided the next twenty years between New York, Vermont, and New England. He made his first of what would become annual trips to Maine in 1914. The artist was fascinated by the natural and untouched beauty of the Maine seacoast and landscape, which would provide creative fodder for the rest of his career. It was during this first trip to Maine that *West Point, Maine*, was executed. Here, the avant-garde ideas he absorbed in Europe, particularly the art of Cézanne and Matisse, are seen at play, yet are melded with the artist's personal style using luminescent colors and agile brushwork. Horizontal washes of pinkish-yellows and translucent blues billow across the sky. Stronger diagonal strokes of ochre, violet, and turquoise describe the crashing waves and a barely seen shore. The fluid watercolors represent the flux and collision of the natural elements, while the reinforcement of the picture plane reveals Marin's effort to impose order and structure on the landscape. Through these contrasts, the artist conveys the "great forces at work," of nature.

The same restless and relentless energy that Marin sought to capture of the natural world is seen in his views of New York. The artist used fragmented lines, a delicate touch, and cadenced compositions to express the "pull forces" of forceful, sometimes, chaotic, urban scenes. *From New York Hospital, 1951*, is a late work, produced while Marin was lying sick in New York Hospital. The buildings viewed from his window are expressed with excited bursts of pencil lines that crisscross the sheet and converge on one of the many bridges of Manhattan. Punctuating the sky are skyscraper spires and bold horizontal lines depicting clouds, which uplift the structures and streets below. The soaring high-rises in the upper right corner are painted with a translucent blue wash, with the lower half of the composition painted in warmer red and blue washes, further contrasted with green in the lower right corner. The rhythmic push pull of lines and colors reveal Marin's aim to capture the tensions or opposing weights that he felt existed all around him: "There will be all sorts of movement and rhythm beats, one-two-three, two-two-three, three-one-one, all sorts, all seen and expressed in color weights." In both *West Point, Maine* and *From New York Hospital*, Marin achieves a translation of motion on paper that represents the artist's brilliance and impact at its best.



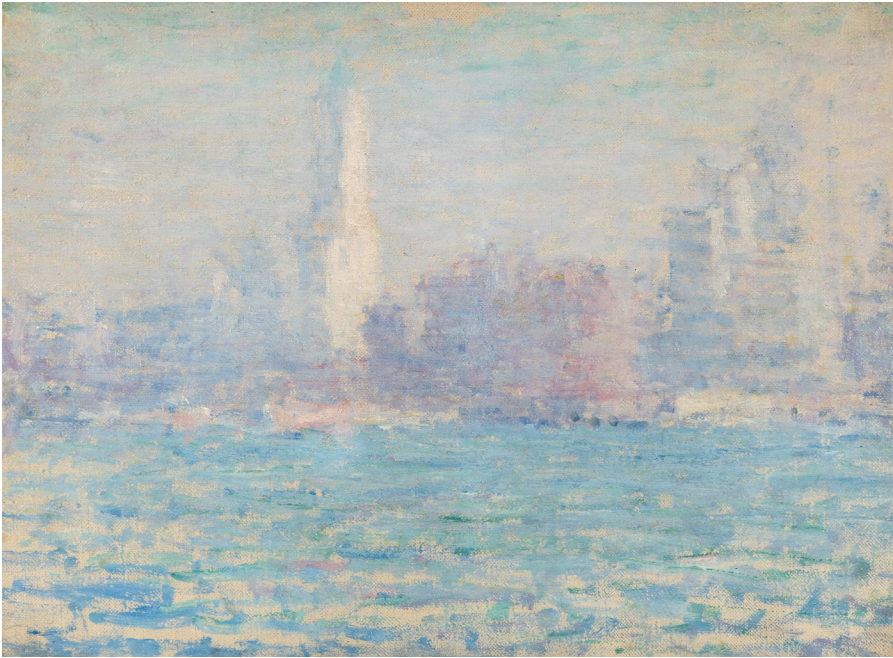


1043



1044





1045

**Edmund William Greacen**

(American, 1876–1949)

*New York Skyline*

oil on canvas

inscribed *By Edmund Greacen* and #117, titled (stretcher); inscribed by Nan Greacen, the Artist's daughter (on the reverse)

11 1/4 x 15 inches.

Property from the Collection of Stanley B. Slocum

Provenance:

The Artist

Wife of the Artist

Nan Greacen, the Artist's daughter, 1971,  
inherited from the above

Meredith Long Gallery, Houston, Texas

Purchased by David J. Carlson, San Francisco,  
California, by 1980

William Union, Massachusetts

Purchased from the above by the present owner

\$2,000 - 4,000



1046

**Edmund William Greacen**

(American, 1876–1949)

*Brooklyn Bridge*

oil on canvasboard

12 x 15 3/4 inches.

Property from the Collection of Stanley B. Slocum

Provenance:

The Artist

Wife of the Artist

Nan Greacen, the Artist's daughter, 1971,  
inherited from the above

Meredith Long Gallery, Houston, Texas

David J. Carlson, San Francisco, California, by  
1980, acquired from the above

William Union, Massachusetts

Acquired from the above by the present owner

\$2,000 - 4,000





1047

**Guy Carlton Wiggins**

(American, 1883-1962)

*First Snow on the Plaza*

oil on canvas

signed *Guy Wiggins*. (lower right); signed and titled (on the reverse)  
20 x 24 inches.

Property from the Collection of Jean Sulkes, Chicago, Illinois

Provenance:

The Owen Gallery, New York

Acquired from the above

Thence by descent to the present owner

\$10,000 - 15,000



1048

**Norman Rockwell**

(American, 1894-1978)

*One More Week of School and Then...*, 1919

oil on canvas laid to board

signed *Norman Rockwell* (lower center)

20 3/4 x 21 inches.

From the Collection of Joseph S. and Miriam T. Sample

This lot is a study for the cover of *The Country Gentleman* published on June 14, 1919.

Literature:

Mary Moline, *A Chronological Catalog of the Artist's Work, 1910-1978*, Indianapolis, 1979, fig. 1-23, p. 17 (magazine cover illustrated)

Laurie Norton Moffatt, *Norman Rockwell: A Definitive Catalogue*, vol. I, Stockbridge, Massachusetts, 1986, no. C50, pp. 20-21

\$300,000 - 500,000

Painted in 1919, when Norman Rockwell was just 25 years old, *Only One More Week of School and Then...* was made for the June 14th cover of *Country Gentleman*. Although the young artist would go on to create covers for *Life Magazine* and *The Saturday Evening Post* throughout his career, he only produced paintings for *Country Gentleman* from 1917 to 1922. These playful covers centered around the adventures (and misadventures) of Cousin Reginald Claude Fitzhugh, a know-it-all city boy, and his country cousins, Chuck Peterskin and the spirited Doolittle brothers. The characters were first introduced in the August 25, 1917, issue of the magazine, with Cousin Reginald usually depicted as the unwilling butt of his cousin's practical jokes.

*Only One More Week of School and Then...* is representative of Rockwell's light-hearted, charming narratives that feature children. Rockwell's ability to render the universally understood emotions of young boys, ranging from misery to delight, is on full display here. The upturned, sprightly face of brown-nosing Reginald, who firmly carries in one hand his schoolbooks and with the other, a bouquet for Teacher, contrasts sharply to the downcast, petulant demeanors of his bumpkin cousins, who are miserable at the thought of another week of school before summer vacation. The next and last painting in the series after the present work, *Vacation!*, swaps the emotions of the boys, with a despondent Reginald trailing behind a jubilant Tubby and Rusty.

Completed early in the artist's career, the present painting also demonstrates the more expressive and painterly execution that characterizes Rockwell's work from the late 1910s to early 1930s, before he adopted photography into his technical process. Even without the aid of a camera, the naturalistic detail with which the three boys are carefully rendered—from Reginald's immaculate suit to the tattered straw hats of the other two boys—reveals the artist's ability to capture the varied glory of America's youth. It is through these keen observations that Rockwell was able to create scenes that resonated with his audience, and what ultimately made him one of the most commercially successful artists of the 20th century.









1049

**George Benjamin Luks**

(American, 1867-1933)

*Crying Boy*, 1914

oil on canvas

signed *George Luks* (upper left)

30 x 25 inches.

Property from the Collection of the University Club of Milwaukee

\$10,000 - 15,000



1050

**Ivan Gregorewitch Olinsky**

(American/Russian, 1878-1962)

*Young Woman Against a Tapestry*, c. 1913

oil on canvas

signed *Ivan G. Olinsky* (lower right)

30 1/4 x 36 1/4 inches.

Property from Linden House, Indianapolis, Indiana

Provenance:

Greenwich Gallery, Greenwich, Connecticut (label verso)

Exhibited:

Storrs, Connecticut, University of Connecticut, William Benton Museum of Art, *Faces of Change: The Art of Ivan G. Olinsky (1878-1962)*, June 20 - August 22, 1995, pp. 11; 30, no. 29 (also traveled to Old Lyme, Connecticut, Florence Griswold Museum, September 8 - October 29, 1995)

\$3,000 - 5,000





1051

**Charles Heberer**

(American, 1868-1951)

*Flowers of the Meadow*, 1894

oil on canvas

signed *C. Heberer*, dated, and inscribed *Paris*

(lower right)

21 x 15 inches.

Property from a St. Louis Estate

\$3,000 - 5,000



1052

**Alfred Juergens**

(American, 1866-1934)

*Woman Raking Leaves*

oil on canvas

signed *Alfred Juergens* (lower left)

39 1/4 x 27 inches.

Property from the Collection of Jill Sanborn

\$3,000 - 5,000



1053

**Mary Cassatt**

(American, 1844-1926)

*Mother Jeanne Nursing Her child (Profile Left)*

(No. 3), c. 1908

pastel counterproof on Japan paper

with counterproof signature (lower left)

31 1/4 x 25 inches.

Property from the Private Collection of

Miroslav Klabal

Provenance:

Marc Rosen Fine Art, Ltd. and Adelson

Galleries, New York, by 2004

Exhibited:

New York, Adelson Galleries, *Art in a Mirror:*

*The Counterproofs of Mary Cassatt*, November

1, 2004 - January 14, 2005, no. 36, illus.

\$20,000 - 30,000

In addition to her extensive work in oil, Mary Cassatt also excelled at the printed medium, especially favoring etching and drypoint and ramping up her production during the 1890s. Her Parisian dealer, Ambroise Vollard, became instrumental in her interest in printmaking. He noticed the high appeal of prints, which were perceived as a bridge between fine art and popular trends, and saw an opportunity: while large productions of prints would sell well, he insisted on connoisseurship and artistic vision as well. It is no surprise, then, that Vollard also championed Cassatt's production of pastel counterproofs, approximately between 1889 and 1913.

A counterproof is created by applying a damp sheet of paper to the surface of a work in pastel before rubbing or running it through a press, resulting in a mirror image of the original. It is not an exact mirror, however, since the image is rendered in flatter and softer tones. The pastel medium, which fell out of favor with the advent of Romanticism, became fashionable again with the Impressionists, as it allowed for subtle palettes and airy visual effects. Renoir and Degas, Cassatt's close friend, are also known to have produced pastel counterproofs.

In 2004, Adelson Galleries curated "Art in a Mirror," a landmark exhibition of Cassatt's pastel counterproofs, shedding light on this little-known medium and practice by the artist. The exhibition recorded more than 130 counterproofs, from 67 pastels, and a substantial number of counterproofs are believed to be the only remaining trace of the original pastel. Among the counterproofs offered here, only *Young Woman Reflecting* (lot 1055) and *Head of Adèle* (No. 4) (lot 1058) are from known pastels listed in the Breeskin catalogue raisonné, while the rest are from pastels that are unaccounted for.

Though technically derived from pre-existing original works, Cassatt's counterproofs are arguably works of art in their own right, not mere reproductions. Jay E. Cantor, in his essay "Vollard is a Genius in his Line" published in the Adelson exhibition catalogue, speculates that she likely viewed the medium as a worthy creative experiment: the counterproofs "offered an occasion for innovative reworking. Since the image was reversed, it became, in effect, an entirely different and original work to be confronted on its own term" even though "there is no clear evidence of the degree to which [they] may have been used in this way." (p. 18). Stylistically, the counterproof process further flattened the image and amplified the evocative, subdued, ethereal tones already displayed in the pastel works. These features, reminiscent of the symbolist aesthetic of the time, especially in the Vollard circle, make Cassatt's counterproofs a distinct body of work within her oeuvre.

The imagery of motherhood and early childhood is recognizably personal to Cassatt, and the present selection offers a glimpse into her characteristic handling of the subject. As argued by Pamela Ivinsky in her "After Impressionism: Cassatt's Counterproofs and her Later Career," also featured in the exhibition catalogue, her rendering of motherhood emphasizes its engrossing element, with the use of the profile and of the maternal gaze directed at the child, not at the viewer. It is a depiction imbued with utmost sensitivity and intimacy, making the maternal bond intangible, nearly lost to viewers as it resides strictly in the space shared by the absorbed mother and her child. The immaterial depth of the maternal bond reflects the diaphanous aesthetic of the image, coalescing in one gesture the narrative and artistic elements of Cassatt's work.









1054

**Mary Cassatt**

(American, 1844-1926)

*Mother and Child*, c. 1908

pastel counterproof on Japan paper

with counterproof signature (lower left)

23 1/2 x 16 3/4 inches.

Property from the Private Collection of Miroslav Klabal

Provenance:

Marc Rosen Fine Art, Ltd. and Adelson Galleries, New York, by 2004

Exhibited:

New York, Adelson Galleries, *Art in a Mirror: The Counterproofs of Mary Cassatt*,  
November 1, 2004 - January 14, 2005, no. 37, illus.

\$10,000 - 15,000





1055

**Mary Cassatt**

(American, 1844-1926)

*Young Woman Reflecting*, c. 1894-1895

pastel counterproof on Japan paper

with counterproof signature (lower left)

27 1/2 x 21 1/8 inches.

Property from the Private Collection of Miroslav Klabal

**Provenance:**

Marc Rosen Fine Art, Ltd. and Adelson Galleries, New York, by 2004

**Exhibited:**

New York, Adelson Galleries, *Art in a Mirror: The Counterproofs of Mary Cassatt*,  
November 1, 2004 - January 14, 2005, no. 35, illus.

\$15,000 - 20,000





1056

**Mary Cassatt**

(American, 1844-1926)

*Woman Gazing to Left, Resting Her Head on Her Gloved Hand, c. 1879*

pastel counterproof on Japan paper

23 1/2 x 17 1/2 inches.

Property from the Private Collection of Miroslav Klabal

Provenance:

Adelson Galleries, New York

\$20,000 - 30,000





1057

**Mary Cassatt**

(American, 1844-1926)

*Nude Baby Standing Beside Mother, c. 1898-1899*

pastel counterproof on Japan paper

with counterproof signature (lower left)

27 5/8 x 34 inches.

Property from the Private Collection of Miroslav Klabal

Provenance:

Adelson Galleries, New York

\$6,000 - 8,000





1058

**Mary Cassatt**

(American, 1844-1926)

*Head of Adèle (No. 4)*, c. 1908

pastel counterproof on Japan paper  
with counterproof signature (lower left)  
29 1/2 x 26 1/2 inches.

Property from the Private Collection of Miroslav Klabal

Provenance:

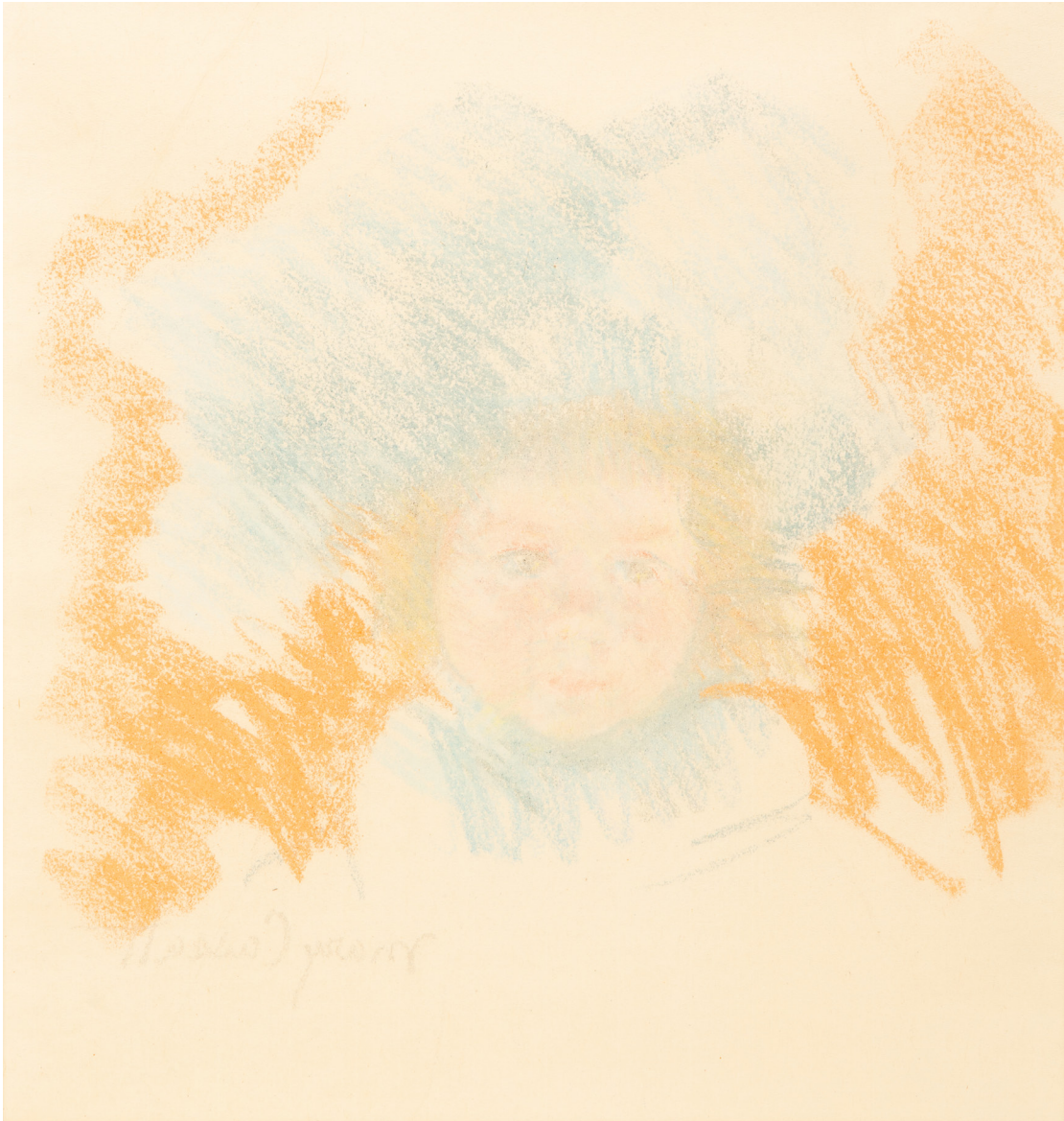
Adelson Galleries, New York

Exhibited:

New York, Adelson Galleries, *Art in a Mirror: The Counterproofs of Mary Cassatt*,  
November 1, 2004 - January 14, 2005, no. 46, p. 127, illus.

\$10,000 - 15,000





1059

**Mary Cassatt**

(American, 1844-1926)

*Margot Wearing a Blue Gauze Bonnet, c. 1900-1901*

pastel counterproof

19 1/8 x 17 3/4 inches.

Property from the Private Collection of Miroslav Klabal

**Provenance:**

Marc Rosen Fine Art, Ltd. and Adelson Galleries, New York, by 2004

**Exhibited:**

New York, Adelson Galleries, *Art in a Mirror: The Counterproofs of Mary Cassatt*,  
November 1, 2004 - January 14, 2005, no. 6, p. 47, illus.

\$15,000 - 20,000





1060

**Mary Cassatt**

(American, 1844-1926)

*Margot in a Pale Rose Hat*, c. 1902-1903

pastel counterproof on Japan paper  
with counterproof signature (lower left)

23 3/4 x 20 3/4 inches.

Property from the Private Collection of Miroslav Klabal

Provenance:

Marc Rosen Fine Art, Ltd. and Adelson Galleries, New York, by 2004

Exhibited:

New York, Adelson Galleries, *Art in a Mirror: The Counterproofs of Mary Cassatt*,  
November 1, 2004 - January 14, 2005, no. 28, p. 91, illus.

\$15,000 - 20,000





1061

**Mary Cassatt**

(American, 1844-1926)

*Study of Sara*, c. 1900-1901

pastel counterproof on Japan paper

with counterproof signature (lower left)

19 5/8 x 17 1/4 inches.

Property from the Private Collection of Miroslav Klabal

Provenance:

Marc Rosen Fine Art, Ltd. and Adelson Galleries, New York, by 2004

Exhibited:

New York, Adelson Galleries, *Art in a Mirror: The Counterproofs of Mary Cassatt*,

November 1, 2004 - January 14, 2005, no. 40, p. 115, illus.

\$7,000 - 9,000



1062

### Maurice Brazil Prendergast

(American, 1858–1924)

*Rocky Beach Cove, Marblehead*, c. 1920-23  
watercolor, graphite, gouache, and pastel on paper

signed *Prendergast* (lower left)

11 1/4 x 15 1/2 inches.

With a Beach Scene sketch on the verso.

Property from a Private Collection, Phoenix  
Arizona

Provenance:

Nelle E. Mullen

Sold: Samuel T. Freeman & Co., Philadelphia,  
November 5, 1967, Lot 40

Private Collection

Keith Barish

Hardin Willinger

ACA Galleries, New York

Acquired from the above, 1976

Thence by descent to the present owner

Literature:

Carol Clark, Nancy Mowll Mathews, and  
Gwendolyn Owens, *Maurice Brazil Prendergast*,  
*Charles Prendergast: A Catalogue Raisonné*,  
Williamstown, Massachusetts, 1990, no.  
1389, p. 543, illus.

\$50,000 - 70,000

1063

### Maurice Brazil Prendergast

(American, 1858-1924)

*Study St. Malo No. 13*, c. 1907

oil on panel

signed *Prendergast* (lower left); inscribed by  
the artist *No 13/"Study" St Malo/Maurice*  
*Prendergast* (label on the reverse); carved  
inscription *Prendergast* and 1909 (frame  
verso)

10 1/2 x 13 3/4 inches.

Property from the Collection of Angie Burnham,  
Boulder, Colorado

Provenance:

Private Collection, Buffalo, New York

Thence by descent to the son of the above,  
Siesta Key, Florida

Thence by descent to the present owner, by  
1975

Exhibited:

(possibly) Philadelphia, The Pennsylvania  
Academy of the Fine Arts, *An Exhibition*  
*of Paintings by Arthur B. Davies, William J.*  
*Glackens, Robert Henri, Ernest Lawon, George*  
*Luks, Maurice B. Prendergast, Everett Shinn,*  
*John Sloan*, March 7 - 29, 1908, no. 13

\$70,000 - 90,000

Both *Study St. Malo No. 13* and *Rocky Cove Beach, Marblehead* represent Maurice Brazil Prendergast as a “painter of modern life.” The artist’s focus on middle-class leisure activities in public spaces reflects the interests of his urbane patrons. The crowd was his signature theme, with anonymous figures enjoying themselves in parks, plazas, and on beaches. This subject matter allowed him to develop his own distinct style that embraced spontaneous moments. Greatly influenced by not only the French Impressionists, such as Claude Monet and Edgar Degas, but also the Neo- and Post-Impressionists like Paul Cézanne, George Seurat, and Paul Signac, Prendergast captured movement and texture through loosely applied color arranged in a complex patchwork of free brushstrokes, vivid dots, and bold tonalities.

By 1907, the circa date of *Study St. Malo No. 13*, Prendergast was already a well-established artist in Boston and other American cities. However, by the beginning of the 20th century, he felt the need to see the new French modernist styles currently on view in Paris and to paint the coastal resorts in Normandy and Brittany. Earlier in the artist’s career, he had studied in Paris from 1891 to 1894, and visited the northern French coast with other American art students. Prendergast left for Paris in May 1907 and while there, he saw exhibitions that included the paintings of Paul Cézanne, Félix Vallotton, and Édouard Vuillard. Writing to a friend, Prendergast declared that “All those exhibitions worked me up so much that I had to run up and down the Boulevards to work off steam.” No mere acolyte, Prendergast absorbed the different styles and developed them into his own, and he began to paint with more vigorous brushstrokes and with a brilliant array of colors.

After Paris, the artist traveled to Saint-Malo on the Brittany coast, where he was to remain for the summer. While there, he executed a number of oil paintings on panels, including *Study St. Malo No. 13*. The heightened color and discernable movement toward abstraction can be seen as a direct reaction to the new French artistic movements. The composition is divided into four layers of near shoreline, water, distant shoreline, and sky, with the foreground figures creating a dense screen. Small, bright strokes outline the figures, rocks, and sailboats, and are strongly reminiscent of the port scenes of Paul Signac, as well as Cézanne’s technique of broken rhythmic color outlines. The loose brushwork likewise heightens the seemingly casual placement of the various colors.

Upon his return to the United States, Prendergast included the artworks created in France in several shows across the country. Most significantly, he was asked to participate in the February 1908 exhibition of The Eight at Macbeth Galleries in New York, which also traveled to several other cities, including Philadelphia, Chicago, and Detroit. The artist included seventeen works, at least ten of which were small panels painted at Saint-Malo. The exhibition catalogue does not list individual titles of the smaller panels, which are identified only by their checklist numbers and the generic title of *Study, St. Malo*. In March 1908, the Eight exhibition traveled to the Pennsylvania Academy of the Fine Arts. In the 1990 exhibition catalogue, *Maurice Prendergast*, Nancy Mowll Mathews states that for the panels that traveled to Philadelphia, Prendergast wrote on labels that he applied to the back of his paintings with the numbers that corresponded to the catalogue produced by the Academy. The present artwork’s frame bears a partial label written in the artist’s hand, *No 13/"Study" St Malo/Maurice Prendergast*. The 1908 Pennsylvania Academy of the Fine Arts catalogue does list a “13. Study, St. Malo,” at a price of \$200, though without the frame. It is possible that the frame was either a separate price or made at a later date for the painting, and that *Study St. Malo No. 13* was at least included in the Philadelphia show.

The Eight show proved to be a watershed exhibition of 20th-century vanguard art. Maurice and other members of The Eight shared an interest in similar subject matter—the leisure activity of people in an urban context, which originally derived from the French Impressionists. However, Maurice was unique among his colleagues, as at 49 years of age, he was the oldest member of The Eight and the only Bostonian. Moreover, he was represented in the exhibition by at least ten scenes of St. Malo, distinct from the other works in their European derivation and vibrantly colorful jewel-toned palette. This exhibition, which was to be the triumph of “American” art, also became a vehicle for the dissemination of the new French modernist styles, thanks to Maurice’s daring contributions to the show.

By 1914, Prendergast had settled permanently in his Washington Square studio in New York, with frequent trips in the summer to New England, including to Marblehead, the location depicted in the *Rocky Cove Beach, Marblehead*. As in many of his late works, the artist here emphasizes the flatness of the pictorial plane with a frieze-like arrangement of figures divided between the rocky waterline below and strip of land with cottages above. The brightly clad, anonymous bathing figures reflect Prendergast’s many years observing the leisure class on holiday in New England and Europe. Nancy Mowll Mathews remarks, “The late idyllic paintings, with their visible signs of Prendergast’s ceaseless attempt to improve his art, reveal an essential feature of Prendergast as an artist. He came to his profession without the advantage of family connections or wealth, but with a solid background in the virtues of hard work and progressive thinking. His talent gave him the tools to succeed in commercial art and as a view painter early in his career; his innate attraction to new ideas allowed him to move on to modernist circles and to play a part in the cultural revolution of the early twentieth century. Even when he restricted himself to a single idyllic message of peace and harmony late in his life, he worked to improve the expression in each one even if it meant dispensing with what went on before. His never-ending pursuit of a new solution gave him the courage to move beyond each success and create works that continually surprise and satisfy. For this he was recognized by his contemporaries and continues to be valued by posterity” (*Maurice Prendergast*, 1990, p. 38).

Works such as *Study St. Malo No. 13* and *Rocky Cove Beach, Marblehead* reveal Prendergast’s meticulous execution and careful reconciliation of different color harmonies. The spontaneous brushwork and pure color of both the earlier oil painting and later watercolor combine to create striking modernist images of bustling summer days. It is with these elements that the artist melded together an energetic tapestry of urban life.





1062



1063





1064

**Jane Peterson**

(American, 1876-1965)

*A Busy Market, Venice*

gouache and charcoal on paper

signed *Jane Peterson* (lower right)

17 1/2 x 16 1/2 inches.

Property from the Collection of Jean Sulkes, Chicago, Illinois

Provenance:

Santa Fe East Galleries, Santa Fe, New Mexico (label on the reverse)

Hirschl & Adler Galleries, New York (label on the reverse)

\$6,000 - 8,000



1065

**Jane Peterson**

(American, 1876-1965)

*Coastal Village through Trees*

watercolor on paper

signed *Jane Peterson* (lower right)

17 1/2 x 17 1/2 inches.

Property from the Collection of Jean Sulkes, Chicago, Illinois

Provenance:

The Gidwin Gallery, Pepperell, Massachusetts

Vose Galleries, Boston (label on the reverse)

\$2,000 - 4,000



1066

**Jonas Lie**

(American/Norwegian, 1880-1940)

*Green Sea*

oil on canvas

signed *Jonas Lie* (lower left)

22 x 26 inches.

Property from the Collection of Jo Ann Cline Yates,  
Lookout Mountain, Tennessee

Provenance:

Grand Central Art Galleries, New York (label on the  
reverse)

\$10,000 - 15,000





1067

**Fern Isabel Coppedge**

(American, 1883 -1951)

*Gloucester Harbor*

oil on canvas

signed *Fern I. Coppedge* and inscribed *14 rue*

*Beaujon/Windsor Hotel* (stretcher)

19 5/8 x 24 inches.

**Provenance:**

Private Collection, Maryland

Freeman's, Philadelphia, June 3, 2018, Lot 145

Private Collection, acquired from the above

**Literature:**

Les and Sue Fox, *Fern Coppedge 1883-1951: One Woman's Struggle for Equality in the Art World*, Cincinnati, 2021, no. CGF-31, p. 224, illus.

\$30,000 - 50,000

The present lot depicting a calm harbor with fishing boats may not be of Gloucester Harbor, as indicated by the title, but rather a waterway in rural France. The summer of 1925, Fern Isabel Coppedge traveled to Europe, where she painted scenes in Austria and Czechoslovakia, as well as two significant paintings of Venice. Before she returned to Pennsylvania, the artist stayed in Paris while she awaited her voyage home from Cherbourg, France, on the S.S. Lancaster. The stretcher of the painting bears an inscription in the artist's hand, *14 rue Beaujon/Windsor Hotel*. At this address stands a Hausmann-inspired hotel, which, when it debuted in 1907, was called Hotel Windsor (it is now the Sofitel Paris Arc de Triomphe). However, it is unknown if or when Coppedge may have traveled from Paris to Normandy to paint, or why she wrote the address of a Paris hotel on the stretcher. In email correspondence with Les Fox, co-author of *Fern Coppedge 1883-1951: One Woman's Struggle for Equality in the Art World*, he agrees that the scene was likely at least inspired by or painted in France, based on the inscription and the buildings seen along the white cliffs of the distant shoreline, which do not appear to be those of Gloucester. As the artist does not appear to have kept any journals, at this time the subject will remain an art historical mystery.





1068

**Frederick Carl Frieseke**

(American, 1874-1939)

*Paris Bridge, 1900*

crayon and watercolor on paper

signed *F.C. Frieseke* (lower right)

12 3/4 x 16 inches.

Property from the Estate of Catherine Dollive Epstein

This lot is included in the draft Frieseke Catalogue Raisonné, compiled by Nicholas Kilmer, the Artist's grandson, with the support of the Hollis Taggart Galleries. That draft is now in the collection of the Smithsonian Institution, Archives of American Art.

Provenance:

Estate of the Artist

Hollis Taggart Galleries, New York

Acquired from the above, 2004

Exhibited:

New York, Hollis Taggart Galleries, *Chamber Works by Frederick C. Frieseke*, November 28, 2000 - January 13, 2001, no. 11, p. 105, illus. (also traveled to Owosso, Michigan, Shiawassee Arts Council, January 26 - February 11, 2001)

\$5,000 - 7,000



1069

**George Ames Aldrich**

(American, 1872-1941)

*Winter Village Scene with River*

oil on canvas

signed *G. Ames Aldrich* (lower left)

30 1/4 x 36 inches.

\$3,000 - 5,000





1070

**Dawson Dawson-Watson**

(American/British, 1864-1939)

*A Winter Stream*

oil on canvas

signed Dawson Watson (lower left)

27 1/4 x 37 1/2 inches.

Property from a St. Louis Estate

\$6,000 - 8,000



1071

**George Gardner Symons**

(American, 1861-1930)

*Winter Snow*

oil on board

signed Gardner Symons (lower right)

6 3/4 x 8 1/2 inches.

Property from the Collection of Jean Sulkes, Chicago, Illinois

\$1,000 - 2,000





1072

**Allen Tucker**

(American, 1866-1939)

*New Mexico Landscape*, 1925

oil on canvas

signed *Allen Tucker* and dated (lower right)  
20 x 24 inches.

Provenance:

Private Collection, New York

Sold: Shannon's Fine Art Auctioneers,  
Milford, Connecticut, October 27, 2011,  
Lot 183

Acquired at the above sale by the present  
owner

\$6,000 - 8,000



1073

**Alden Lassell Ripley**

(American, 1896-1969)

*Duck Hunting*

watercolor on paper

signed *A Lassell Ripley* (lower left)  
18 1/2 x 29 3/4 inches.

\$6,000 - 8,000





1074

**Frank Weston Benson**

(American, 1862-1951)

*By the River*, 1937

watercolor on paper

signed *F.W. Benson* and dated (lower left)

20 x 16 inches.

Provenance:

Private Collection, Mamaroneck, New York

Sold: Trinity International Auctions & Appraisals,

Avon, Connecticut, May 28, 2022, Lot 53

Acquired at the above sale by the present owner

\$3,000 - 5,000



1075

**Hermann Herzog**

(American/German, 1832-1932)

*Woodland Stream*

oil on canvas

signed *H. Herzog*. (lower left)

27 1/4 x 22 1/4 inches.

Property from a Private Collection, Winnetka,

Illinois, sold to benefit the Susman and Asher

Foundation

\$4,000 - 6,000





1076

**Emile Albert Gruppe**

(American, 1896–1978)

*Occom Pond, Hanover, New Hampshire*

oil on canvas

signed *Emile A. Gruppe* (lower right); signed  
and titled (stretcher)

30 x 36 inches.

\$3,000 - 5,000



1077

**Dale Philip Bessire**

(American, 1892–1974)

*The Lilly Woods*

oil on canvas

signed *Dale Bessire* (lower right);  
signed and titled (stretcher)

24 1/4 x 30 1/4 inches.

\$1,000 - 1,500





1078

**Louis Ritman**

(American, 1889-1963)

*The Garden*, c. 1915

oil on canvas

signed *L. Ritman* (lower right); bears estate stamp (on the reverse)

21 1/2 x 25 3/4 inches.

This lot is accompanied by a letter from Maurice Ritman, the Artist's brother.

Provenance:

Estate of the Artist

Sold: James D. Julia Auctioneers, Fairfield, Maine, August 24, 2005, Lot 49

Acquired at the above sale by the present owner

\$4,000 - 6,000



1079

**George Gardner Symons**

(American, 1861-1930)

*Spring Bouquet*

oil on canvas

signed *Gardner Symons* (lower left)

25 1/4 x 30 1/4 inches.

Property from the Collection of Jean Sulkes, Chicago, Illinois

Provenance:

Richard York Gallery, New York (label on the reverse)

\$3,000 - 5,000





1080

**Carroll Sargent Tyson Jr.**

(American, 1877-1956)

*Arrangement at Shottie's Camp, Maine No. 1, 1943*

oil on canvas

signed *Carroll Tyson* and dated (lower right)

30 x 25 inches.

Provenance:

Hirschl & Adler Galleries, New York (label on the reverse)

\$4,000 - 6,000



1081

**Jane Peterson**

(American, 1876-1965)

*Still Life of Pink Roses*

oil on canvas

signed *Jane Peterson* (lower left)

30 1/4 x 40 inches.

Property from the Collection of Jo Ann Cline Yates, Lookout Mountain, Tennessee

Provenance:

Kendall Fine Art, Atlanta, Georgia

(label on the reverse)

\$3,000 - 5,000





1082

**William Merritt Chase**

(American, 1849-1916)

*Still Life with Fruit, Glasses, and a Bottle*, c. 1872-77

oil on canvas

signed WM Chase and inscribed Munich (lower left)

17 1/4 x 13 1/2 inches.

Property from a St. Louis Estate

Provenance:

Collection of Carolyn D. Schaeffer

Literature:

Ronald G. Pisano, D. Frederick Baker, and Carolyn K. Lane, *William Merritt Chase: Still Lives, Interiors, Figures, Copies of Old Masters, and Drawings: The Complete Catalogue of Known and Documented Work by William Merritt Chase*, vol. IV, New Haven, Connecticut, 2010, no. SL.20, p. 11, illus.

\$6,000 - 8,000



1083

**George Cochran Lambdin**

(American, 1830-1896)

*Bouquet of Roses*

oil on panel

signed Geo. C. Lambdin (lower right)

24 1/2 x 12 inches.

Property from a St. Louis Estate

Provenance:

Gallery of the Masters, St. Louis, Missouri (label on the reverse)

\$1,500 - 2,500





1084

**De Scott Evans**

(American, 1847-1898)

*Free Sample, Take One*

oil on canvas

signed S.S. David (lower right)

12 x 10 inches.

\$7,000 - 9,000



1085

### Augustus Saint-Gaudens

(American, 1848–1907)

*The Puritan*, conceived 1886, cast after 1900

bronze with brown patina

inscribed AVGVSTVS-SAINT-GAVDENS and COPYRIGHT BY

/ AVGVSTVS SAINT GAVDENS / -M-D-C-C-X-C-I-X, also

inscribed *THE PURITAN* on the base

Height 30 1/2 inches.

Property from a Private Midwestern Individual

#### Literature:

Wayne Craven, *Sculpture in America*, Cranbury, New Jersey, 1968, pp. 384-85, another example referenced

Beatrice Gilman Proske, *Brookgreen Gardens Sculpture*, Murrells Inlet, South Carolina, 1968, pp. 9-11, another example illustrated

Tom Armstrong, et al., *200 Years of American Sculpture*, New York, 1976, pl. 18, pp. 51, 81, another example illustrated

John H. Dryfhout, *The Work of Augustus Saint-Gaudens*, Hanover, New Hampshire, 1982, pp. 162-66, other examples illustrated

Marilyn Evert, *Discovering Pittsburgh's Sculpture*, Pittsburgh, 1983, pp. 293-94, another example illustrated

Kathryn Greenthal, *Augustus Saint-Gaudens: Master Sculptor*, exhibition catalogue, New York, 1985, p. 174, another example illustrated

Kathryn Greenthal, et al., *American Figurative Sculpture in the Museum of Fine Arts Boston*, Boston, 1986, no. 74, pp. 238-42, another example illustrated

Mary Anne Goley, Burke Wilkinson, *Augustus Saint-Gaudens: American Sculptor, From the Collection of the Saint-Gaudens Historic Site*, exhibition catalogue, Washington, DC, 1992, no. 24, pp. IV, VIII, another example illustrated

Thayer Tolles, ed., *American Sculpture in The Metropolitan Museum of Art*, vol. I, New York, 1999, no. 123, pp. 285-88, another example illustrated

Henry J. Duffy, John H. Dryfhout, *Augustus Saint-Gaudens: American Sculptor of the Gilded Age*, exhibition catalogue, Washington, DC, 2003, no. 39, p. 75, another example illustrated

\$50,000 - 70,000



Recognized as one of America's foremost artists of the late 19th century, Augustus Saint-Gaudens was the preeminent sculptor of the Beaux Art style. Born in 1848 in Dublin, Saint-Gaudens moved to New York City with his family as an infant. After studying art at the Cooper Union and the National Academy of Design, he went to Italy and France, where he had rigorous training that included model classical subjects from plaster casts. In 1875, he returned to New York and became part of a team of artists who did decoration in Boston for Trinity Church, designed by H.H. Richardson. He rose to fame in 1881, with his first major monument to the Civil War, that of Admiral David Glasgow Farragut, which was erected in New York's Madison Square Park. The artist's combination of realism and allegory caused his fame to grow, with other commissions quickly forthcoming for portrait and public monumental sculpture. By the turn of the century, his public monuments graced several major cities, and his masterful portrait reliefs were sought after by wealthy patrons.

In 1886, Saint-Gaudens was hired to sculpt a monumental statue for Stearns Square in Springfield, Massachusetts. Titled *The Puritan*, the original work was commissioned by Chester W. Chapin to pay homage to his ancestor, Deacon Samuel Chapin, a founding member of the city. Although there was no visual record of Deacon Chapin, his descendants worked closely with the artist to ensure accuracy in the figure's dress and appearance. The stalwart deacon strides confidently forward with walking stick in his right hand and a hefty Bible firmly under his left arm, embodying perseverance, resilience, and moral fortitude. The statue was unveiled on Thanksgiving Day 1887 and emphasizes the importance of the settler origin stories of the 19th century New England community and the all-important makings of an early American settler.

The original sculpture of *The Puritan* proved to be so successful, in 1894 Saint-Gaudens elected to make reductions for private sale. The present work is likely one of more than 40 documented examples made by the artist. In each sculpture, Saint-Gaudens made minor alterations to the figure, including varying the angles of the hat and the walking stick, as well as changes to the applied patina. Other casts are included in collections around the world, including the Metropolitan Museum of Art, New York; Art Institute of Chicago; Museum of Fine Arts, Boston; and the Smithsonian Museum of American Art, Washington, DC.



# Artist Index

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ARTIST NAME	LOT
Aldrich, George Ames . . . . .	1069
Benson, Frank, Weston . . . . .	1074
Benton, Thomas Hart . . . . .	1036
Bessire, Dale . . . . .	1077
Bohrod, Aaron . . . . .	1020-1022
Bulman, Orville. . . . .	1015, 1017-1019
Burchfield, Charles . . . . .	1042
Cassatt, Mary . . . . .	1053-1061
Chase, William Merritt . . . . .	1082
Coppedge, Fern Isabel . . . . .	1067
Curry, John Steuart. . . . .	1036A
Dawson-Watson, Dawson . . . . .	1070
Evans, DeScott . . . . .	1084
Frieseke, Frederick Carl. . . . .	1068
Greacen, Edmund. . . . .	1045, 1046
Gruppe, Emile Albert. . . . .	1076
Heberer, Charles . . . . .	1051
Herzog, Hermann . . . . .	1075
Juergens, Alfred . . . . .	1052
Kahn, Wolf . . . . .	1001
Lambdin, George Cochran. . . . .	1083
Lebduska, Lawrence. . . . .	1016
Lie, Jonas . . . . .	1066
Luks, George Benjamin. . . . .	1049
Marin, John . . . . .	1043, 1044
Marsh, Reginald. . . . .	1028
Martinez, Alfredo Ramos. . . . .	1035
Matulka, Jan . . . . .	1033
Neiman, Leroy . . . . .	1005-1014
Nichols, Dale . . . . .	1003
Olinsky, Ivan Gregorewitch. . . . .	1050
Peterson, Jane. . . . .	1064, 1065, 1081
Prendergast, Maurice Brazil. . . . .	1062, 1063
Ripley, Alden Lassell. . . . .	1073
Ritman, Louis. . . . .	1078
Rockwell, Norman. . . . .	1048
Saint-Gaudens, Augustus . . . . .	1085
Schwartz, William Samuel. . . . .	1026, 1029, 1030-1032, 1034, 1040, 1041
Symons, George Gardner . . . . .	1071, 1079
Tucker, Allen. . . . .	1072
Tyson Jr., Carroll Sargent. . . . .	1080
Vickrey, Robert. . . . .	1004
Vorst, Joseph. . . . .	1037-1039
Weber Max . . . . .	1027
Wiggins, Guy Carlton. . . . .	1047
Wilde, John . . . . .	1023
Yifei, Chen . . . . .	1002
Zorach, Marguerite Thompson. . . . .	1024
Zorach, William . . . . .	1025

## Glossary of Terms

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### ADRIAEN JANSZ VAN OSTADE

This work, in our best opinion, is by the named artist.

### ATTRIBUTED TO ADRIAEN JANSZ VAN OSTADE

To our best judgment, this work is likely to be by the artist, but with less certainty as in the aforementioned category.

### STUDIO OF ADRIAEN JANSZ VAN OSTADE

To our best judgment, this unsigned work may or may not have been created under the direction of the artist.

### CIRCLE OF ADRIAEN JANSZ VAN OSTADE

To our best judgment, a work by an unknown but distinctive hand linked or associated with the artist but not definitively his pupil.

### STYLE OF . . .

#### FOLLOWER OF ADRIAEN JANSZ VAN OSTADE

To our best judgment, a work by a painter emulating the artist's style, contemporary or nearly contemporary to the named artist.

### MANNER OF ADRIAEN JANSZ VAN OSTADE

To our best judgment, a work in the style of the artist and of a later period.

### AFTER ADRIAEN JANSZ VAN OSTADE

To our best judgment, a copy of a known work of the artist.

The term signed and/or dated and/or inscribed means that, in our opinion, a signature and/or date and/or inscription are from the hand of the artist.

The term bears a signature and/or a date and/or an inscription means that, in our opinion, a signature and/or date and/or inscription have been added by another hand.

Dimensions are given height before width.





Fern Isabel Coppedge  
(American, 1883–1951)  
*Winter Scene*

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## GUIDE FOR PROSPECTIVE SELLERS

### Evaluation of Property

Hindman is pleased to provide complimentary auction estimates for items you're considering consigning. You are welcome to submit items electronically (consign@hindmanauctions.com) or to contact any of our offices directly.

Our specialists are eager to help you learn more about your collection and current auction sale estimates.

To begin an estimate, our specialists will need:

- At least 3 photos
- Detailed description
- Details on signatures or marks

### Shipping Arrangements

Buyers assume full responsibility for the packing and shipping of lots won at auction. Our Recommended Shippers offer a wide variety of local, domestic, and international shipping options.

In the interest of our clients, Hindman requires a written authorization from the buyer in order to release property to anyone other than the purchaser of record (including but not limited to our recommended shippers). You may submit the Shipping Release Form via fax to 312.280.1211 or email to shipping@hindmanauctions.com

### Appraisals

Our exceptional team of specialists regularly appraises property by analyzing market trends and conducting comprehensive research. Specialists evaluate thousands of objects each year for auction, allowing them to closely monitor the nuances of the current market.

Professional appraisals are prepared for estate tax, gift tax, charitable contribution, insurance and for equitable distribution purposes.

- Estate Tax
- Gift Tax
- Charitable Contribution
- Insurance
- Appraisals for Corporate Valuation Needs

Our trust and estates department recognizes that each client and appraisal situation is unique and often involves multiple asset categories and residences. Fees for appraisals are determined by the number of specialists, hours involved and the necessary travel and expenses. Our competitive fees are negotiated based upon the express needs of each client and are competitive within the marketplace.

Please contact our Appraisals Department (appraisals@hindmanauctions.com) for more information.

### Estate Services

Estate settlement is a meticulous and multi-faceted process. Hindman provides executors, fiduciaries and beneficiaries throughout the country with confidential and customized appraisals and disposition services. All appraisals are prepared fully in accordance with USPAP guidelines and meet all current requirements set forth by the IRS.

We recognize that each client and appraisal situation is unique and often involves multiple asset categories and residences. Our Trusts and Estates department offers services that are tailored to meet our clients' timelines and specifications.

Our specialists offer complimentary walk-through services with the goal of providing an accurate representation of each item's value based on the current auction market. A detailed proposal outlining the manner in which a sale will be conducted from the initial value assessment to removal of the property and settlement is provided to all parties involved.

Please contact our Estate Services (inquiries@hindmanauctions.com) team for more information.

Updated 1.13.23

## GUIDE FOR PROSPECTIVE BUYERS

### Conditions of Sale

All bidders with Hindman LLC must read and agree to Conditions of Sale posted in this catalogue prior to bidding at an auction.

### Viewing Auction Items

It is highly recommended that all prospective bidders either view the sale via our online catalogue or contact Hindman LLC for further images or to schedule an appointment to view objects in person.

### Estimates

Hindman LLC provides catalogue descriptions and pre-auction estimates for each lot included in the sale. These estimates are a guide for prospective bidders. They are not definitive. All pre-sale estimates are subject to revision.

### Condition Reports

We are happy to provide a condition report for lots with a low estimate of \$300 and above. Nevertheless, intending buyers are reminded that condition reports are statements of our opinion only, and that each lot is sold "AS IS," per our Conditions of Sale, as outlined in the back of this catalogue. All lots should be viewed personally by prospective buyers or their agents to evaluate the condition of the property offered for sale due to the highly subjective nature of condition reports.

### Bidding at Auction

The highest bidder acknowledged by the auctioneer will be the purchaser. In addition to the hammer price, the buyer agrees to pay Hindman LLC a buyer's premium as well as any applicable taxes.

### Bidding Increments

Bidding generally opens at half the low estimate and advances in the following order, although the auctioneer may vary the bidding increments during the course of the auction.

The standard bidding increments are:

\$0 – 500	<b>\$25</b>
\$500 – 1000	<b>\$50</b>
\$1000 – 2,000	<b>\$100</b>
\$2,000 – 5,000	<b>\$250</b>
\$5,000 – 10,000	<b>\$500</b>
\$10,000 – 20,000	<b>\$1,000</b>
\$20,000 – 50,000	<b>\$2,500</b>
\$50,000 – 100,000	<b>\$5,000</b>
\$100,000 – 200,000	<b>\$10,000</b>
\$200,000+	<b>AT AUCTIONEER'S DISCRETION</b>

### In-House Bidding

Our auctions are free and open to the public with no obligation for attendees to bid. Registration requires your full contact information, photo identification, credit card information, your signature and agreement to the Conditions of Sale. If you are the successful bidder, your paddle number and the hammer price will be announced by the auctioneer.

### Live Bid Online

Hindman LLC allows absentee and live bidding through our website at hindmanauctions.com as well as absentee and live bidding through third party online bidding providers which vary by sale. For more information regarding online bidding please visit our website at hindmanauctions.com.

### Absentee Bidding

If you are unable to attend an auction, you may place an absentee bid, either through our website at hindmanauctions.com or through the bid form provided at the back of this catalogue. An absentee bid is the highest price you are willing to pay exclusive of buyer's premium and applicable sales tax. Hindman LLC will exercise absentee bids at no additional charge. Absentee bids are always confidential, and bids are executed at the lowest price possible by the auctioneer according to reserves and competing bids.

### Telephone Bidding

You may register telephone bid requests either through our website at hindmanauctions.com or through the bid form provided at the back of this catalogue. Upon registering for a telephone bid, you will be called on the day of the auction by a Hindman representative approximately five lots before your item is scheduled to be sold. They will communicate to you the bidding activity and will relay your bids to the auctioneer at your discretion. Please note we can only accept telephone bids for lots with a low estimate of \$500 or above unless otherwise noted online. Telephone bids may be requested up to 2 hours prior to the auction start time.



# Conditions of Sale

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These Conditions of Sale set out the terms upon which Hindman LLC (“we,” “us,” or “our”) sells property by lot in this catalogue. You agree to be bound by these terms by registering to bid and/or by bidding in our auction.

## A. BEFORE THE AUCTION

### 1. LOT DESCRIPTIONS AND WARRANTIES

Our description of a lot, any statement of a lot’s condition, and any other oral or written statement about a lot—such as its nature, condition, artist, period, materials, dimensions, weight, exhibition or publication history, or provenance—are our opinion and shall not to be relied upon by you as a statement of fact. Except for the limited authenticity warranty contained in paragraphs E and F below, we do not provide any guarantee of our description or the nature of a lot.

### 2. CONDITION

The physical condition of lots in our auctions can vary due to age, normal wear and tear, previous damage, and restoration/repair. All lots are sold “AS IS,” in the condition they are in at the time of the auction, and we and the seller make no representation or warranty and assume no liability of any kind as to a lot’s condition. Any reference to condition in a catalogue description or a condition report shall not amount to a full accounting of condition and may not include all faults, inherent defects, restoration, alteration, or adaptation. Likewise, images in our catalogue may not depict a lot accurately, as colors and shades may appear different in print or on screen than on physical inspection. We are not responsible for providing you with a description of a lot’s condition in the catalogue or in a condition report.

### 3. VIEWING LOTS

We offer pre-auction viewings, either scheduled or by appointment, that are free of charge. If you believe that the catalogue description or condition reports are not sufficient, we suggest you inspect a lot personally or through a knowledgeable representative before you bid on a lot to make sure that you accept the description and its condition. We recommend you hire a professional adviser if you are not familiar with how to address the nature or condition of an object. Hindman has several salerooms throughout the country and the location of sales, or individual items may vary. It is important to check with our website and be aware of where each lot is located, for both viewing and for shipping purposes.

### 4. ESTIMATES

Estimates of a lot account for the condition, rarity, quality, and provenance of the object and are based upon prices realized for similar objects in past auctions. Neither you nor anyone else may rely on our estimates as a prediction or guarantee of the actual selling price of a lot or its value for any other purpose. Estimates do not include the buyer’s premium, any applicable taxes, and any other applicable charges.

### 5. WITHDRAWAL

We may, in our sole discretion, withdraw a lot from auction at any time prior to or during the sale and shall have no liability to you for our decision to withdraw.

## B. REGISTERING TO BID

### 1. GENERAL

We reserve the right to reject any bid. By participating in the sale, you represent and warrant that:

- (a) The bidder and/or purchaser is not subject to trade sanctions, embargoes or any other restriction on trade in the jurisdiction in which it does business as well as under the laws and regulations of the United States, and is not owned (nor partly owned) or controlled by such sanctioned person(s) (collectively, “Sanctioned Person(s)”); (b) Where you are acting as agent, your principal is not a Sanctioned Person(s) nor owned (or partly owned) or controlled by Sanctioned Person(s); and
- (c) The bidder and/or purchaser undertakes that none of the purchase price will be funded by any Sanctioned Person(s), nor will any party be involved in the transaction including financial institutions, freight forwarders or other forwarding agents or any other party be a Sanctioned Person(s) nor owned (or partly owned) or controlled by a Sanctioned Person(s), unless such activity is authorized in writing by the government authority having jurisdiction over the transaction or in applicable law or regulation.

### 2. NEW BIDDERS

New bidders must register at least twenty-four (24) hours before an auction and must provide us with documentation of their identity.

- (a) Individuals must provide photo identification (driver’s license, non-driver ID card, or passport) and, if not shown on the photo identification, proof of current address (a current utility bill or bank statement). (b) Corporate clients must provide a Certificate of Incorporation or its equivalent bearing the company’s

name and registered address, together with documentary proof of directors and beneficial owners. (c) Trusts, partnerships, offshore companies, and other business entities must contact us in advance of the auction to discuss our requirements. If we are not satisfied with the information you provide us in our bidder identification and other registration procedures, we may refuse to register you to bid, and if you make a successful bid, we may cancel the contract for sale between you and the seller. New bidders may be required to provide us with a financial reference and/or a deposit before we allow them to bid.

### 3. RETURNING BIDDERS

If you have not bought anything from us recently, then we may require you to register as a new bidder, as described in the paragraph above. Please contact us at least twenty-four (24) hours prior to the auction.

### 4. BIDDING FOR ANOTHER PERSON

If you are bidding as an agent on behalf of another person, your principal must be a registered bidder and must provide us with written authorization allowing you to bid. You, as the agent, shall accept personal liability to pay the purchase price and all other sums due unless we have agreed in writing before the auction that you are acting as an agent on behalf of your principal and that we will only seek payment from your principal.

### 5. BIDDING IN THE SALEROOM

If you wish to bid in the saleroom, you must first acquire a bidding paddle at least thirty (30) minutes before the auction.

### 6. OUR BIDDING SERVICES

We offer the following bidding services as a convenience to our clients, subject to these Conditions of Sale. We shall not be responsible for any error, omission, or failure, human or otherwise, in providing these services.

- (a) Phone Bids: You must contact us at least twenty-four (24) hours prior to the auction to arrange a phone bid. We will accept bids by telephone for lots only if our staff is available to take the bids. We agree that we may record telephone bids.
- (b) Internet Bids: You can bid in our live sales via our bidding platform or through third-party bidding sites.
- (c) Written Bids: You can find a Written Bid Form at the auction location, or online at [www.hindmanauctions.com](http://www.hindmanauctions.com). We must receive your completed Written Bid Form at least twenty-four (24) hours before the auction. We will endeavor to execute written bids at the lowest possible price consistent with the reserve. If you make a written bid on a lot that does not have a reserve and there is no higher bid than yours, we will bid on your behalf at approximately fifty percent (50%) of the low estimate or, if lower, the amount of your bid. The first written bid we receive of those for identical amounts will be given priority over other bids.

### 7. CREDIT CARD AUTHORIZATION HOLD

When you register to bid you may be asked to provide us with a valid credit card number. You authorize us to verify the validity of the credit card by placing a temporary authorization hold on the card that will remain until it falls off, usually within 2 to 7 days.

## C. DURING THE AUCTION

### 1. BIDDING IN THE AUCTION

- (a) Live Auctions. We will appoint an individual auctioneer to administer a live auction. The auctioneer may accept bids from (a) written bids left with us by bidders before the auction; (b) bidders in the saleroom; (c) telephone bidders; and (d) Internet bidders, including bidders through third-party bidding sites. Bidding generally starts below the low estimate and increases in steps, called bid increments. The auctioneer will decide at his/her sole option where the bidding should start and the bid increments. Bid increments may vary from auction to auction. You shall comply with all laws and regulations in force that govern your bidding.
- (b) Online Auctions. The auctioneer will accept bids from Internet bidders, including bidders through third-party bidding sites. Bidding generally starts below the low estimate and increases in steps, called bid increments. The auctioneer will decide at his/her sole option where the bidding should start and the bid increments. Bid increments may vary from auction to auction. You shall comply with all laws and regulations in force that govern your bidding.
- (c) Timed Auctions. Bids may only be submitted on our website between the dates and times specified in the lot’s description. Your bid is submitted once you place and confirm your bid amount. You agree that a bid is final once it is placed and that you may never amend or revoke your bid. You are fully responsible for any errors you make in bidding. Bidding generally opens at or below the low estimate and increases in steps (bidding increments) to be determined in Hindman’s sole discretion.



## 2. AUCTIONEER'S DISCRETION

The auctioneer shall have absolute discretion to (a) admit a bidder into or remove a bidder from the saleroom or online auction; (b) accept or refuse any bid; (c) change the order of the lots in the auction; (d) move the bidding backward or forward; (e) withdraw any lot from the auction; (f) divide any lot or combine any two or more lots; (g) reopen or continue the bidding even after the hammer has fallen; and (h) continue the bidding, determine the successful bidder, cancel the sale of the lot, or reoffer and resell any lot in the event that there is an error or dispute related to bidding or the application of the reserve, whether during or after the auction. You must provide us with written notice within three (3) business days of the date of the auction if you believe that the auctioneer has accepted the successful bid in error. The auctioneer will consider the claim and decide in good faith if the sale of the lot is final, whether he/she will cancel the sale of the lot, or whether he/she will reoffer and resell the lot. The auctioneer's decision in exercise of this discretion is final. This paragraph does not in any way affect our ability to cancel the sale of a lot under other applicable provisions of these Conditions of Sale, including the rights of cancellation set forth in sections B(1), D(6), E(2), and G(1).

## 3. BIDDING ON BEHALF OF THE SELLER

The auctioneer may, at his/her sole option, bid on behalf of the seller up to one bidding increment before the reserve by making either consecutive or responsive bids. The auctioneer will not identify these as bids made on behalf of the seller. If a lot is offered without reserve, the auctioneer will open the bidding at a set increment lower than the lot's low estimate and will solicit higher bids from that amount. If there are no bids on a lot, the auctioneer may deem the lot unsold.

## 4. SUCCESSFUL BIDS AND INVOICES

Subject to paragraph C(2), the contract of sale between the seller and the successful bidder is formed when the final bid is accepted and the auctioneer's hammer strikes. The successful bid price is the hammer price, and we will issue an invoice only to the registered bidder who made the successful bid. While we send out invoices by mail and/or email after the auction, we shall not be responsible for telling you whether your bid was successful. You should contact us immediately after the auction to find out the success of your bid in order to avoid having to pay storage charges. Please note that Hindman will not accept payments for purchased lots from any party other than the purchaser, unless otherwise agreed between the purchaser and Hindman prior to the sale.

## D. AFTER THE AUCTION

### 1. THE BUYER'S PREMIUM

In addition to the hammer price, the successful bidder agrees to pay us a buyer's premium on the hammer price of each lot sold. On all lots except for those in Coins, Medals & Banknotes; Sports Memorabilia; and Arms, Armor & Militaria auctions we charge twenty-six percent (26%) of the hammer price up to and including \$1,000,000; twenty percent (20%) of any amount in excess of \$1,000,001 up to and including \$5,000,000; and fifteen percent (15%) of any amount in excess of \$5,000,001. For all lots offered in Coins, Medals & Banknotes we charge a buyer's premium of twenty percent (21%) of the hammer price. Sports Memorabilia; and Arms, Armor & Militaria auctions we charge a buyer's premium of twenty percent (20%) of the hammer price. If the bidder bids through a third-party platform the bidder agrees to pay us a surcharge equal to the fee levied by the third-party platform. The third-party platform fee is in addition to the buyer's premium.

### 2. TAXES

The successful bidder is responsible for any applicable taxes, including any sales or use tax or equivalent tax wherever such taxes may arise on the hammer price, the buyer's premium, and/or any other charges related to the lot. A sales or use tax is dependent upon a number of factors, including, but not limited to, our volume of sale and the place of delivery of the lot, regardless of the nationality or citizenship of the successful bidder. The applicable sales tax rate will be determined based upon the state, county, or locale to which the lot will be shipped or where it is picked-up in person. We collect sales tax in states where legally required.

### 3. MAKING PAYMENT

- (a) Immediately following the auction, you must pay the purchase price, consisting of the hammer price, plus the buyer's premium, plus any applicable duties and sales, use, or other applicable taxes. Payment is due no later than by the end of the seventh (7th) calendar day following the date of the auction, which we refer to as the due date.
- (b) We will only accept payment from the registered successful bidder. Once issued, we cannot change the buyer's name on an invoice or reissue the invoice in a different name.
- (c) You must pay for lots in US dollars in one of the following ways:
  - (i) Wire transfer.
  - (ii) Bank checks: You must make these payable to Hindman LLC, and we may impose other conditions. Once we have deposited your check, property cannot be released until five (5) business days have passed.
  - (iii) Personal checks: You must make these payable to Hindman LLC, and they must be drawn from US dollar accounts from a US bank. The property will not be released until the check has cleared and the funds are received by us.

- (iv) Credit card: Credit card payments may not exceed \$10,000 and a convenience fee of 3% will be added to each credit card payment.

- (v) ACH Bank Transfer

(d) You must quote your invoice number when making a payment. All payments sent by post must be sent to Hindman LLC, 1338 West Lake Street, Chicago, IL 60607, ATTN: Client Accounting Department.

## 4. TRANSFERRING OWNERSHIP TO YOU

You will not own the lot and title will not pass to you until we have received full payment in good funds of the purchase price, even in circumstances where we have released the lot to you.

## 5. TRANSFERRING RISK TO YOU

Unless we have agreed otherwise with you, the risk in and responsibility for the lot will transfer to you from whichever is the earlier of the following: (a) when you collect the lot; or (b) the end of the thirtieth (30th) day following the date of the auction or, if earlier, the date the lot is taken into care by a third-party warehouse.

## 6. YOUR FAILURE TO PAY

If you fail to pay us the purchase price in full in good funds by the due date, we will be entitled to do one or more of the following (as well as enforce any other rights and remedies we have by law) at our sole discretion:

- (a) We can charge interest from the due date at a rate of up to one and one-half percent (1.5%) per month on the unpaid amount due.
- (b) We can cancel the sale of the lot and sell the lot again, publicly or privately, on such terms as we believe appropriate, in which case you must pay us any shortfall between the amount you owe us and the resale price, plus all costs, expenses, losses, damages, and legal fees we incur due to the cancellation.
- (c) We can pay the seller the amount due to them, in which case you acknowledge and understand that we will have all the seller's rights to pursue you for such amount.
- (d) We can hold you legally responsible for the amount you owe us and bring legal proceedings against you to recover the amount owed by you, plus other losses, interest, legal fees, and costs as allowed by law.
- (e) We can reveal your identity and contact details to the seller.
- (f) We can reject any bids made by or on behalf of you in future auctions or require you to provide us with a deposit before accepting any bids.
- (g) We can exercise all the rights and remedies of a person holding security over any property in our possession owned by you, whether by way of pledge, security interest, or in any other way as permitted by the law of the place where such property is located. You will be deemed to have granted such security to us and we may retain such property as collateral security for your obligations to us.
- (h) We can take any other action we deem necessary or appropriate.

## 7. SHIPPING, COLLECTION, AND STORAGE

- (a) You must collect purchased lots within thirty (30) days of the auction. We can assist in making shipping arrangements by suggesting art handlers, packers, transporters, or experts, but you must arrange all transport and shipping with them, and we are not responsible for their acts, failure to act, or neglect. Hindman has several salerooms throughout the country and the location of sales, or individual items may vary. It is important to check with our website and be aware of where each lot is located, for both viewing and for shipping.
- (b) If you do not collect any purchased lot within thirty (30) days following the auction, we may, at our sole option, (i) charge you storage and insurance costs; (ii) move the lot to another Hindman location or to a third-party warehouse, whereupon we will charge you transport costs, insurance costs, and administration fees for doing so, and you will be subject to the third-party storage warehouse's standard terms and responsible for paying its standard fees and costs; or (iii) sell the lot in any commercially reasonable way we think appropriate.
- (c) In accordance with applicable state law, if you have paid for the lot in full but you do not collect the lot within the time specified by the law of the state where the auction takes place, we may charge you state sales tax for the lot.
- (d) Nothing in this paragraph is intended to limit our rights under paragraph D(6).

## 8. EXPORTING, IMPORTING, AND ENDANGERED SPECIES

- (a) The shipping of a lot is affected by United States export laws or the import laws of other countries. If you are outside the United States, then local laws may prevent you from importing a lot. You alone are responsible for seeking advice prior to bidding and meeting the requirements of any law or regulation applying to the export or import of a lot.
- (b) Lots made of or including (regardless of the percentage) endangered and other protected species of wildlife—such as, among other things, ivory, tortoiseshell, crocodile skin, rhinoceros horn, whalebone, certain species of coral, and Brazilian rosewood—may be subject to export controls in the US and import controls in other countries. You should check the relevant wildlife laws and regulations before bidding on any lot containing wildlife material if you plan to export the lot from the United States, import the lot into another country, or ship the lot between states. Your purchase of a lot containing endangered and other protected species of wildlife is at your own risk, and you shall be



responsible for any scientific test or other reports required for export from the United States or for shipment between states. We will not cancel your purchase and refund the purchase price if your lot may not be exported, imported, or shipped between states, or if it is seized for any reason by a government authority. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to import, export, and/or interstate shipping of a lot containing endangered and other protected species of wildlife.

## **E. WARRANTIES**

### **1. SELLER'S WARRANTIES**

For each lot, the seller gives a warranty that the seller (a) is the owner of the lot or a joint owner of the lot acting with the permission of the other co-owners or, if the seller is not the owner or a joint owner of the lot, has the permission of the owner to sell the lot or the right to do so by law; and (b) has the right to transfer ownership of the lot to the buyer without any restrictions or claims by anyone else. If either of the above warranties are incorrect, the seller shall not have to pay more than the purchase price (as defined in paragraph D(3) above) paid by you to us. The seller will not be responsible to you for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, other damages, or expenses. The seller gives no warranty other than as set out above, and as far as the seller is allowed by law, all warranties from the seller to you, and all other obligations upon the seller that may be added to this agreement by law, are excluded. No employee or agent of Hindman is authorized to make a representation or provide other information, whether orally or in writing, that amends the seller's warranties or creates an additional warranty on behalf of the seller with respect to a lot. Any such representation, other information, or additional warranty shall be null and void.

### **2. OUR LIMITED AUTHENTICITY WARRANTY**

Our limited authenticity warranty, which lasts for one (1) year from the date of a live auction or three (3) months from an online only auction, is that the lots in our sales are authentic as defined in paragraph H, below. You must notify Hindman regarding concerns of authenticity in writing within one (1) year of the date of a live auction or within three (3) months of the date of an online only auction. Following receipt of that written notification, subject to the terms below, Hindman will refund the purchase price paid by the client. The terms of this limited authenticity warranty are as follows:

- (a) It will be honored for claims notified in writing within a period of one (1) year from the date of a live auction or three (3) months from an online only auction. After such time, we will not be obligated to honor the limited authenticity warranty.
- (b) It is given only for information shown in UPPERCASE type in the first line of the catalogue description (the Heading). It does not apply to any information other than that in the Heading, even if it is shown in UPPERCASE type.
- (c) It does not apply to any Heading or part of a Heading that is qualified. "Qualified" means limited by a clarification in a lot's catalogue description or by the use in a Heading of one of the terms listed in the definition of "qualified" provided in paragraph H, below. Qualified Headings are not covered at all by this limited authenticity warranty.
- (d) It applies to the Heading as amended by any saleroom notice.
- (e) It does not apply where scholarship has developed since the auction, leading to a change in generally accepted opinion. Further, it does not apply if the Heading either matched the generally accepted opinion of experts at the date of the auction or drew attention to any conflict of opinion.
- (f) It does not apply if the lot can only be shown not to be authentic by a scientific process that, on the date we published the catalogue, was not available or generally accepted for use, was unreasonably expensive or impractical, or was likely to have damaged the lot.
- (g) Its benefit is only available to the original buyer shown on the invoice for the lot, issued at the time of the sale, and only if, on the date of the notice of claim, the original buyer is the full owner of the lot and the lot is free from any claim, interest, or restriction by anyone else. The benefit of this limited authenticity warranty may not be transferred by the original buyer to anyone else.
- (h) In order to make a claim under the limited authenticity warranty, you must (i) give us written notice of your claim within one (1) year of the date of a live auction or three (3) months from an online only auction; (ii) at our option, pay for and provide us with the written opinions of two recognized experts in the field, mutually agreed upon by you and us, confirming that the lot is not authentic (we reserve the right to obtain additional opinions at our expense); and (iii) return the lot at your expense to the saleroom from which you bought it in the condition it was in at the time of sale.
- (i) Your only right under this limited authenticity warranty is to cancel the sale and receive a refund of the purchase price paid by you to us. We will not, under any circumstances, be required to pay you more than the purchase price, nor will we be liable for any loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, other damages, or expenses.
- (j) No employee or agent of Hindman is authorized to make a representation or provide additional information, whether orally or in writing, that amends the limited authenticity warranty or creates an additional warranty with respect to a lot. Any such representation, other information, or additional warranty shall be null and void.

### **3. ADDITIONAL WARRANTY FOR BOOKS**

If the lot is a book, then we give an additional warranty to the original buyer shown on the invoice for the lot issued at the time of the sale in the following circumstances:

- (a) We will refund the purchase price to the original buyer if we, in our sole discretion, are convinced that the book is defective in text or illustration, subject to the following terms:
  - (i) This additional warranty does not apply to (A) the absence of blanks, half titles, tissue guards, or advertisements; or damage in respect of bindings, stains, spotting, marginal tears, or other defects not affecting the completeness of the text or illustration; (B) drawings, autographs, letters or manuscripts, signed photographs, music, atlases, maps, or periodicals; (C) books not identified by title; (D) lots sold without a printed estimate; (E) books that are described in the catalog as sold not subject to return; or (F) defects stated in any condition report or announced at the time of sale.
  - (ii) To make a claim under this additional warranty, you must give written details of the defect within twenty-one (21) days of the date of the sale and return the lot within twenty-one (21) days of the date of the sale to the saleroom at which you bought it in the same condition as at the time of sale.
  - (iii) Paragraphs E(2)(b), (c), (d), (e), (h), and (i) also apply to a claim under this additional warranty.
- (c) No employee or agent of Hindman is authorized to make a representation or provide other information, whether orally or in writing, that amends the additional warranty for books or creates an additional warranty with respect to a lot. Any such representation, other information, or additional warranty shall be null and void.

### **4. JEWELRY**

- (a) Colored gemstones (such as rubies, sapphires, and emeralds) may have been treated to improve their appearance through methods such as heating and/or various clarity enhancements. These methods are considered common by the international jewelry trade but may make a gemstone more fragile and/or cause the gemstone to require special care over time.
- (b) All types of gemstones may have been improved by some method. You may request a gemological report for any item that does not have a report if the request is made to us at least three (3) weeks before the date of the auction and you pay the fee for the report.
- (c) We do not obtain a gemological report for every gemstone sold in our auctions. When we do get gemological reports from internationally accepted gemological laboratories, such reports are described in the catalogue. Reports from American gemological laboratories describe any improvement or treatment to the gemstone. Reports from European gemological laboratories describe any improvement or treatment only if we request that they do so, but they do confirm when no improvement or treatment has been made. Because of differences in approach and technology, laboratories may not agree on whether a gemstone has been treated, the amount of treatment, or whether that treatment is permanent. The gemological laboratories only report on the improvements or treatments known to them at the date they make the report.
- (d) For jewelry sales, estimates are based on the information in any gemological report. If no report is available, assume that the gemstones may have been treated or enhanced.

### **5. WATCHES AND CLOCKS**

- (a) Almost all clocks and watches are repaired in their lifetime and may include parts that are not original. We do not give a warranty that any individual component part of any watch is authentic. Watchbands described as "associated" are not part of the original watch and may not be authentic. Clocks may be sold without pendulums, weights, or keys.
- (b) As collectors' watches often have very fine and complex mechanisms, you are responsible for any general service, change of battery, or further repair work that may be necessary. We do not give a warranty that any watch is in good working order. Certificates are not available unless described in the catalogue.
- (c) Most wristwatches have been opened to find out the type and quality of movement. For that reason, wristwatches with water-resistant cases may not be waterproof, and we recommend you have them checked by a competent watchmaker before use.
- (d) Many of the watches offered for sale in this catalogue are pictured with straps made of endangered or protected animal materials such as alligator or crocodile skin. When straps are shown for display purposes only and are not for sale. We may remove and retain the strap prior to shipment from the sale site. Please check with the department for details on a lot with such a strap.

### **6. YOUR WARRANTIES**

You warrant to us and the seller that (a) the funds you use for payment are not connected with any criminal activity, including tax evasion, and neither are you under investigation, nor have you been charged with or convicted of money laundering, terrorist activities, or other crimes; (b) where you are bidding on behalf of another person, (i) you have conducted appropriate customer due diligence on the ultimate buyer(s) of the lot(s) in accordance with all applicable anti-money



laundering and sanctions laws, you consent to us relying on this due diligence, you will retain for a period of not less than five (5) years the documentation evidencing the due diligence, and you will make such documentation promptly available for immediate inspection by an independent third-party auditor upon our written request to do so; (ii) the arrangements between you and the ultimate buyer(s) in relation to the lot or otherwise do not, in whole or in part, facilitate tax crimes; (iii) you do not know, and have no reason to suspect, that the funds used for payment are connected with or the proceeds of any criminal activity, including tax evasion, or that the ultimate buyer(s) are under investigation for, or have been charged with or convicted of, money laundering, terrorist activities, or other crimes.

## **F. OUR LIABILITY TO YOU**

(a) We give no warranty in relation to any statement made, or information given, by us or our representatives or employees about any lot other than as set out in the limited authenticity warranty or in the additional warranty for books, and as far as we are allowed by law, all warranties and other terms that may be added to this agreement by law are excluded. The seller's warranties contained in paragraph E(1) are their own, and we do not have any liability to you in relation to those warranties.

(b) We are not responsible to you for any reason (whether for breaking this agreement or for any other matter relating to your purchase of, or bid for, any lot) other than in the event of fraud or fraudulent misrepresentation by us, or other than as expressly set out in these Conditions of Sale.

(c) WE DO NOT GIVE ANY REPRESENTATION, WARRANTY, OR GUARANTEE OR ASSUME ANY LIABILITY OF ANY KIND IN RESPECT OF ANY LOT WITH REGARD TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESCRIPTION, SIZE, QUALITY, CONDITION, ATTRIBUTION, AUTHENTICITY, RARITY, IMPORTANCE, MEDIUM, PROVENANCE, EXHIBITION HISTORY, LITERATURE, OR HISTORICAL RELEVANCE. EXCEPT AS REQUIRED BY LOCAL LAW, ANY WARRANTY OF ANY KIND IS EXCLUDED BY THIS PARAGRAPH.

(d) Our written and telephone bidding services, online bidding services, and condition reports are free services, and we are not responsible to you for any error, omission, or failure of these services.

(e) We have no responsibility to any person other than a buyer in connection with the purchase of any lot.

(f) If, despite the terms in paragraphs F(a)–(e) or E(2)–(3) above, we are found to be liable to you for any reason, we shall not have to pay more than the purchase price paid by you to us. We will not be responsible to you for any reason for loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, or expenses.

## **G. OTHER TERMS**

### **1. OUR ABILITY TO CANCEL**

In addition to the other rights of cancellation contained herein, we can cancel a sale of a lot if (i) any of your warranties in paragraph E(4) are not correct; (ii) we reasonably believe that completing the transaction is, or may be, unlawful; or (iii) we reasonably believe that the sale places us or the seller under any liability to anyone else or may damage our reputation.

### **2. RECORDINGS**

We may videotape and/or audio record proceedings at any auction. We will keep any personal information confidential, except to the extent that disclosure is required by law. If you do not want to be videotaped, you may decide to make a telephone or written bid or bid online instead. Unless we agree otherwise in writing, you may not videotape or record proceedings at any auction.

### **3. COPYRIGHT**

We own the copyright in all images, illustrations, and written material produced by or for us relating to a lot, including the contents of our catalogues, unless otherwise noted therein. You cannot use them without our prior written permission. We make no representation and offer no guarantee that the buyer of a lot will gain any copyright or other reproduction rights.

### **4. ENFORCING THIS AGREEMENT**

If a court finds that any part of this agreement is invalid, illegal, or impossible to enforce, that part of the agreement will be treated as being deleted, and the rest of this agreement will not be affected.

### **5. TRANSFERRING YOUR RIGHTS AND RESPONSIBILITIES**

You may not grant a security over or transfer your rights or responsibilities under these terms unless we have given our written permission. This agreement will be binding on your successors or estate and anyone who takes over your rights and responsibilities.

### **6. PERSONAL INFORMATION**

We will hold and process your personal information in line with our privacy policy at [www.hindmanauctions.com](http://www.hindmanauctions.com).

## **7. WAIVER**

No failure or delay to exercise any right or remedy contained herein shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **8. LAW AND DISPUTES**

This agreement, and any noncontractual obligations arising out of or in connection with this agreement, or any other rights you may have relating to the purchase of a lot will be governed by the laws of Illinois. You and we agree to try to settle the dispute by mediation submitted to JAMS, or its successor, for mediation in Illinois. If the dispute is not settled by mediation within sixty (60) days from the date when mediation is initiated, then the dispute shall be submitted to JAMS, or its successor, for final and binding arbitration in accordance with its Comprehensive Arbitration Rules and Procedures or, if the dispute involves a non-US party, the JAMS International Arbitration Rules. The seat of the arbitration shall be Illinois, and the arbitration shall be conducted by one arbitrator, who shall be appointed within thirty (30) days after the initiation of the arbitration. The language used in the arbitral proceedings shall be English. The arbitrator shall order the production of documents only upon a showing that such documents are relevant and material to the outcome of the dispute. The arbitration shall be confidential, except to the extent necessary to enforce a judgment or where disclosure is required by law. The arbitration award shall be final and binding on all parties involved. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. This arbitration and any proceedings conducted hereunder shall be governed by Title 9 (Arbitration) of the United States Code and by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958.

## **H. GLOSSARY**

**authentic:** a genuine example, rather than a copy or forgery of (a) the work of a particular artist, author, or manufacturer, if the lot is described in the Heading as the work of that artist, author, or manufacturer; (b) a work created within a particular period or culture, if the lot is described in the Heading as a work created during that period or culture; (c) a work of a particular origin or source, if the lot is described in the Heading as being of that origin or source; or (d) in the case of gems, a work that is made of a particular material, if the lot is described in the Heading as being made of that material.

**buyer's premium:** the charge the buyer pays us along with the hammer price.

**catalogue description:** the description of a lot in the catalogue for the auction, as amended by any saleroom notice.

**due date:** has the meaning given to it in paragraph D(3)(a).

**estimate:** the price range included in the catalogue or any saleroom notice within which we believe a lot may sell. Low estimate means the lower figure in the range, and high estimate means the higher figure. The mid estimate is the midpoint between the two.

**hammer price:** the amount of the highest bid the auctioneer accepts for the sale of a lot.

**Heading:** has the meaning given to it in paragraph E(2).

**limited authenticity warranty:** the guarantee we give in paragraph E(2) that a lot is **authentic**.

**other damages:** any special, consequential, incidental, or indirect damages of any kind or any damages that fall within the meaning of "special," "incidental," or "consequential" under local law.

**purchase price:** has the meaning given to it in paragraph D(3)(a).

**provenance:** the ownership history of a lot.

**qualified:** has the meaning given to it in paragraph E(2), subject to the following terms:

(a) "Cast from a model by" means, in our opinion, a work from the artist's model, originating in his circle and cast during his lifetime or shortly thereafter.

(b) "Attributed to" means, in our opinion, a work probably by the artist.

(c) "In the style of" means, in our opinion, a work of the period of the artist and closely related to his style.

(d) "Ascribed to" means, in our opinion, a work traditionally regarded as by the artist.

(e) "In the manner of" means, in our opinion, a later imitation of the period, of the style, or of the artist's work.

(f) "After" means, in our opinion, a copy or after-cast of a work of the artist.

**reserve:** the confidential amount below which we will not sell a lot.

**saleroom notice:** a written notice posted next to the lot in the saleroom and on [www.hindmanauctions.com](http://www.hindmanauctions.com), which is also read to prospective telephone bidders and provided to clients who have left commission bids, or an announcement made by the auctioneer either at the beginning of the sale or before a particular lot is auctioned.

**UPPERCASE type:** type having all capital letters.

**warranty:** a statement or representation in which the person making it guarantees that the facts set out in it are correct.

Updated 8.1.23





# Canvas & Clay: The Collection of Judith and Philip Sieg, Bellefonte, Pennsylvania

**October 26**

New York | Live + Online

Charles Prendergast  
(American, 1858-1924)  
*Fantasy with Three Figures (Allegory)*, 1921  
Estimate: \$150,000 - 250,000

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